



**TOWN OF  
BRECKENRIDGE**

**Town Council Regular Meeting**  
Tuesday, November 26, 2024, 7:00 PM  
Town Hall Council Chambers  
150 Ski Hill Road  
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Join the live broadcast available by computer or phone: <https://us02web.zoom.us/j/88395062600> (Telephone: 1-719-359-4580; Webinar ID: 883 9506 2600).

If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

**I. CALL TO ORDER, ROLL CALL**

**II. APPROVAL OF MINUTES**

- A. TOWN COUNCIL MINUTES - NOVEMBER 12, 2024

**III. APPROVAL OF AGENDA**

**IV. COMMUNICATIONS TO COUNCIL**

- A. PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)
- B. BRECKENRIDGE SKI RESORT UPDATE

**V. CONTINUED BUSINESS**

- A. SECOND READING OF COUNCIL BILLS, SERIES 2024

**VI. NEW BUSINESS**

- A. FIRST READING OF COUNCIL BILLS, SERIES 2024
  - 1. *COUNCIL BILL NO. 27, SERIES 2024 - A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER*
- B. RESOLUTIONS, SERIES 2024
  - 1. *RESOLUTION NO. 21, SERIES 2024 - A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO AND THE TOWN OF BRECKENRIDGE AND THE TOWN OF BLUE RIVER*

C. OTHER

**VII. PLANNING MATTERS**

A. PLANNING COMMISSION DECISIONS

**VIII. REPORT OF TOWN MANAGER AND STAFF**

**IX. REPORT OF MAYOR AND COUNCIL MEMBERS**

- A. CAST/MMC
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE
- C. BRECKENRIDGE TOURISM OFFICE
- D. BRECKENRIDGE HISTORY
- E. BRECKENRIDGE CREATIVE ARTS
- F. CML ADVISORY BOARD UPDATE
- G. SOCIAL EQUITY ADVISORY COMMISSION
- H. ARTS & CULTURE MASTER PLAN STEERING COMMITTEE

**X. OTHER MATTERS**

**XI. SCHEDULED MEETINGS**

A. SCHEDULED MEETINGS FOR NOVEMBER, DECEMBER AND JANUARY

**XII. ADJOURNMENT**

**D) CALL TO ORDER, ROLL CALL**

Mayor Owens called the meeting of November 12, 2024, to order at 7:00pm. The following members answered roll call: Jay Beckerman, Carol Saade, Todd Rankin, Carol Saade, Dick Carleton and Mayor Kelly Owens. Marika Page and Steve Gerard were absent.

**II) APPROVAL OF MINUTES**

**A) TOWN COUNCIL MINUTES – October 22, 2024**

With no changes or corrections to the meeting minutes of October 22, 2024, Mayor Owens declared they would stand approved as presented.

**III) APPROVAL OF AGENDA**

Town Manager Shannon Haynes stated there were no changes to the agenda. The agenda was approved as presented.

**IV) COMMUNICATIONS TO COUNCIL**

**A) PUBLIC COMMENT (NON-AGENDA ITEMS ONLY; 3-MINUTE TIME LIMIT PLEASE)**

Mayor Owens opened Public Comment.  
With no comments, Mayor Owens closed Public Comment.

**V) CONTINUED BUSINESS**

**A) SECOND READING OF COUNCIL BILLS, SERIES 2024**

**1) COUNCIL BILL NO. 26, SERIES 2024 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2025**

Mayor Owens read the title into the minutes. Pam Ness, Revenue Manager, stated this ordinance is required annually to set the mill levy for the Town, at 5.07 mills. She further stated the mill levy rate can only be changed by an election.

Mayor Owens opened the public hearing.  
There were no public comments and the hearing was closed.

Council Member Carleton stated he wanted to recognize a letter received by Council regarding property taxes. He further stated that issue does not have to do with the Town's Mill Levy, but rather the Gallagher Amendment at the State level, and how commercial properties are taxed at a higher rate.

Council Member Rankin moved to approve COUNCIL BILL NO. 26, SERIES 2024 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2025. Council Member Saade seconded the motion.

The motion passed 5-0. Council Member Page and Council Member Gerard were absent.

**VI) NEW BUSINESS**

**A) FIRST READING OF COUNCIL BILLS, SERIES 2024**

**B) RESOLUTIONS, SERIES 2024**

**C) OTHER**

**VII) PLANNING MATTERS**

**A) PLANNING COMMISSION DECISIONS**

Mayor Owens declared the Planning Commission Decisions would stand approved as presented.

**VIII) REPORT OF TOWN MANAGER AND STAFF**

Town Manager Haynes stated the Summit Foundation Philanthropy Awards are next Thursday and as a reminder, Dave Byrd will be receiving the Outstanding Board Member Award. She also stated that if anyone would like to tour the new e-delivery center, tours will be available November 20<sup>th</sup>, 7:00-7:30am.

**IX) REPORT OF MAYOR AND COUNCIL MEMBERS**

**A. CAST/MMC**

Mayor Owens stated there was a meeting with the School Board, and they are still committed to supporting the career path programs for students. In addition, she stated the towns and County are committed to supporting the immigrant community, and in the past, we have passed meaningful resolutions, and now we want to make sure that it's clear that our community and government leaders support these people. Mayor Owens stated we will ask BSEAC and Mountain Dreamers to help craft a message that the Town can use. Council Member Saade stated she believes it is important to involve the immigrant community to help shape the direction of our message and our actions. Council Member Carleton stated he is fully supportive of this and wants to make sure we don't misstep. Council Member Beckerman stated he would like to support Mountain Dreamers in a meaningful way. Town Manager Haynes stated it's important to take meaningful action for our staff and our community.

**B. BRECKENRIDGE OPEN SPACE ADVISORY COMMISSION**

Council Member Beckerman stated the next meeting is a joint meeting with the Council. He also stated there was an open house at the Laurium Trailhead, and it was good to connect with the community through that event. He further stated staff will leave signage up through the winter before construction starts.

**C. BRECKENRIDGE TOURISM OFFICE**

Council Member Carleton stated there was recently a meeting, and Matt Vawter participated in a trip with the Colorado Tourism Office to London, and that market isn't what it was in the past. He also stated there were discussions about accurate numbers for occupancy forecasting and the BTO is working on adjusting forecasting for better accuracy.

**D. BRECKENRIDGE HISTORY**

No report.

**E. BRECKENRIDGE CREATIVE ARTS**

No report.

**F. CML ADVISORY BOARD UPDATE**

No report.

**G. SOCIAL EQUITY ADVISORY COMMISSION**

Council Member Saade stated CMC partnered with the Town, The Hearthstone, Beaver Run, Blue River Bistro and Mountain Dreamers to host the Mexican Consulate for more than 500 appointments with local community members. She also stated we hope to bring them back in the future for this purpose. Council Member Carleton stated it was a great partnership for the benefit of our community. Town Manager Haynes stated the event was extremely successful and a good way to support our community.

**H. ARTS AND CULTURAL MASTER PLAN STEERING COMMITTEE**

No report.

**X) OTHER MATTERS**

Council Member Carleton stated someone asked him if there's a way to put teeth into the ordinance regarding historic sheds so that property owners can't just tear them down without consequence. Council generally agreed that they would like to see this in the ordinance. Council Member Carleton suggested using registered mail to notify the property owners, or any other way that might get their attention.

Town Manager Haynes stated there will be a Dark Sky Movie Night on Monday at the Eclipse Theater and we are encouraging people to attend.

Mayor Owens welcomed the Town's new attorney, Keely Ambrose.

**XI) SCHEDULED MEETINGS**

A) SCHEDULED MEETINGS FOR NOVEMBER AND DECEMBER

**XII) ADJOURNMENT**

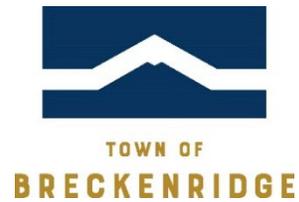
With no further business to discuss, the meeting adjourned at 7:21 pm. Submitted by  
Helen Cospolich, CMC, Town Clerk.

ATTEST:

\_\_\_\_\_  
Helen Cospolich, CMC, Town Clerk

\_\_\_\_\_  
Kelly Owens, Mayor

DRAFT



# Memo

**To:** Town Council  
**From:** Scott Reid, Deputy Town Manager  
**Date:** 11/18/24 (for 11/26/24 Town Council Meeting)  
**Subject:** Ordinance Approving Four Leases at the Community Center (BGVCC) (First Reading)

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**Town Council Goals** (Check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> More Boots & Bikes, Less Cars         | <input type="checkbox"/> Leading Environmental Stewardship              |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy | <input checked="" type="checkbox"/> Hometown Feel & Authentic Character |
| <input checked="" type="checkbox"/> Organizational Need        |   |

### Summary

Per Town code, the Town Council is required to review and approve by ordinance any long-term leases (longer than one year) for all Town-owned facilities other than the Breckenridge Professional Building. Attached, for Town Council review and approval, are four leases pertaining to the Breckenridge Grand Vacations Community Center (“Community Center” or “BGVCC”). The four leases under consideration are intended for the Summit County Library, the Summit Foundation, Breckenridge History, and Breckenridge Film. Passage of the ordinance approving these four leases would meet an organizational need and further the Town Council goal to support Breckenridge’s hometown feel and authentic character.

### Background

The Community Center is an historic building on Harris Street owned by the Town of Breckenridge that has been renovated to serve multiple community needs, including the public library, Eclipse Theater, community meeting rooms, and working spaces for local non-profit organizations. The repurposing of the building in 2013 for community purposes symbolizes the Town’s commitment to historic preservation and supports non-profit groups that serve important community needs, thereby addressing the Town Council goal of supporting the Town’s hometown feel and authentic character.

The four leases to be considered include the following:

- **Summit County Library-** This lease is for the former Treetop Advocacy space, which was recently vacated by Treetop as they moved to a new, larger office space in the Breckenridge Professional Building. Summit County Library intends to utilize the space for staff offices.
- **The Summit Foundation-** This lease renewal would allow the local community foundation to remain in their current office space within the Community Center.
- **Breckenridge History-** This lease renewal would allow the historical preservation, restoration, and interpretation non-profit organization to continue to store their historical archives in the Community Center.
- **Breckenridge Film-** This lease renewal would allow the local non-profit that produces the Breck Film Fest and manages the Eclipse Theater to remain within their current office space in the Community Center.

[Section 1-11-4](#) of the Breckenridge Town code requires that the Town Council approve by ordinance any real estate leases longer than one year. (The exception to this portion of the code applies to the Town-owned Breckenridge Professional Building in which leases up to three years in length may be approved administratively.) The current ten-year leases for the Summit Foundation, Breckenridge History, and Breckenridge Film are all set to expire at the end of 2024 and the Summit County Library lease is intended to fill the office space recently vacated by Treetop Advocacy.

### Public outreach/engagement

1

**Mission:** The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

Town staff have not conducted public outreach or engagement beyond the standard noticing requirements for the Town Council meeting in which this item is on the agenda.

### **Financial Implications**

Financially, the ordinance approving these four leases in the Community Center will ensure that projected lease revenues will continue uninterrupted. The three current renewals will reflect the prior ten years' revenue expectations and will increase based on an annual 3% escalator or the change in the Consumer Price Index. The Summit County Library lease will ensure continued revenue from the recently vacated Treetop Advocacy office space at the same rate.

### **Equity Lens**

The renewal of these leases for non-profit and public library uses promotes the Town's equity and inclusion goals by ensuring that the non-profit organizations served by these leases will continue to serve important community needs. All four of the entities that benefit from these leases continue to provide low-cost and free community services and fill the void of services that are not currently provided by government or private sector entities. Examples of this support include, but are not limited to, free public access to books, computers and wi-fi (Summit County Library), free Spanish language movie screenings (Breck Film), free historical museum tours (Breck History), and a robust community grants program (Summit Foundation). By assisting these organizations via non-profit rate lease terms, the Town Council continues to further their equity and inclusion goals.

### **Staff Recommendation**

Staff recommend the Town Council approve the ordinance on first reading. Staff will be available on Tuesday to answer any questions.

1 COUNCIL BILL NO. \_\_

2  
3 Series 2024

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5 **A BILL FOR AN ORDINANCE APPROVING FOUR LONG-TERM LEASES AT**  
6 **THE BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER**  
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8 WHEREAS, the Town of Breckenridge owns the real property commonly known as the  
9 Breckenridge Grand Vacations Community Center (“BGVCC”) located at 103 South Harris  
10 Street, Breckenridge, Colorado; and

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12 WHEREAS, the Town has agreed to enter into long-term office leases in the  
13 Breckenridge Grand Vacations Community Center with: (i) The Summit Foundation, a Colorado  
14 nonprofit corporation; (ii) Breckenridge History, a Colorado nonprofit corporation; (iii)  
15 Breckenridge Film Festival, a Colorado nonprofit corporation; and (iv) Summit County Libraries;  
16 and

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18 WHEREAS, proposed leases for the four tenants have been prepared by the Town  
19 Attorney and reviewed by the Town Council; and

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21 WHEREAS, Section 15.4 of the *Breckenridge Town Charter* provides:

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23 The council may lease, for such time as council shall determine, any real or personal  
24 property to or from any person, firm, corporation, public and private, governmental or  
25 otherwise

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27 ; and

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29 WHEREAS, the term of each proposed lease exceeds one year in length; and

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31 WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that any real estate  
32 lease entered into by the Town that exceeds one year in length must be approved by ordinance.

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34 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
35 BRECKENRIDGE, COLORADO:

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Section 1. The Lease between the Town and The Summit Foundation, a Colorado nonprofit corporation, a copy of which is marked **Exhibit “A”**, attached hereto, and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. The Lease between the Town and Breckenridge History, a Colorado nonprofit corporation, a copy of which is marked **Exhibit “B”**, attached hereto, and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. The Lease between the Town and Breckenridge Film Festival, a Colorado nonprofit corporation, a copy of which is marked **Exhibit “C”**, attached hereto, and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 3. The Lease between the Town and Summit County Libraries, a copy of which is marked **Exhibit “D”**, attached hereto, and incorporated herein by reference, is approved, and the Town Manager is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 4. Minor changes to or amendments of any of the approved leases may be made by the Town Manager if the Town Attorney certifies in writing that the proposed changes or amendments do not substantially affect the consideration to be received by the Town pursuant to the approved lease, or the essential elements of the approved lease.

Section 5. The Town Council finds, determines, and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the *Breckenridge Town Charter*.

Section 6. This ordinance shall be published and become effective as provided by Section 5.9 of the *Breckenridge Town Charter*.

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED  
2 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_ 2024. A Public Hearing shall be held at  
3 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day  
4 of \_\_\_\_\_, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal  
5 Building of the Town.

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8 TOWN OF BRECKENRIDGE, a Colorado  
9 municipal corporation

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13 By: \_\_\_\_\_  
14 Kelly Owens, Mayor

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16 ATTEST:

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20 \_\_\_\_\_

21 Helen Cospolich, CMC,  
22 Town Clerk

**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER  
OFFICE LEASE**

THIS LEASE (“**Lease**”) is made and entered into effective the 24th day of September, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and THE SUMMIT FOUNDATION, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the “**Parties**”, and individually as a “**Party**.”

**ARTICLE 1 - BASIC LEASE PROVISIONS**

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 201, 201A-C, 203, 204, and 204 A-E in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 1752 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on January 1, 2025 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2025.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1st of any calendar year. Upon the giving of timely notice of termination this Lease will terminate (and not be renewed) on the next December 31<sup>st</sup> following the giving of the notice of termination. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days’

written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

## ARTICLE 2 - RENT

### 2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Twenty Nine Thousand Seven Hundred Eighty Four Dollars (\$29,784.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Two Thousand Four Hundred Eighty Two Dollars (\$2,482.00) each (“**Monthly Rent**”). The Monthly Rent has been calculated based on \$17 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

### **ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION**

3.1. **Landlord's Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

### **ARTICLE 4 – UTILITIES AND SERVICES**

#### **4.1. Utilities And Services.**

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and

- (v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

**B. Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

## **ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING**

### **5.1. Maintenance.**

**A. Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

**B. Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

**5.2. Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

**5.3. Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

**5.4. Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

## ARTICLE 6 – TAXES

### 6.1. **Real Property Taxes.**

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant’s Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

## ARTICLE 7 - TENANT’S NEGATIVE OBLIGATIONS

### 7.1. **Alterations.**

A. “**Alterations**” means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord’s consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building’s appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord’s prior approval. As used in this Section, the term “sign” has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant’s request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord’s discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant’s expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord’s prior written consent. Any assignment, encumbrance, sublease, or license without Landlord’s prior written consent will be voidable and, at Landlord’s election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

## ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical

equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

## ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

## ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

## ARTICLE 11- DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not

be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

## ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

### ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

B. make repairs that Landlord is required to perform under the terms of this Lease;

- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

#### **ARTICLE 14 - MISCELLANEOUS**

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

The Summit Foundation  
Executive Director  
P.O. Box 4000  
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the, sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Shannon Haynes, Town Manager

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

TENANT:

THE SUMMIT FOUNDATION, a Colorado  
nonprofit corporation

By \_\_\_\_\_

Title: \_\_\_\_\_

# Breckenridge Grand Vacations Community Center

## SUMMIT FOUNDATION LEASED PREMISES

UPPER LEVEL		NET AREA (sf)
201	CONFERENCE AREA	392
201A	IT/STORAGE	40
201B-C	SUMMIT FOUNDATION OFFICE	255
203	TIP TOP ROOM	174
204	THE SUMMIT FOUNDATION	312
204A	SUMMIT FOUNDATION	71
204B-D	COPY ROOM THE SUMMIT FOUNDATION	431
204E	KITCHEN AREA	77

MAIN LEVEL		NET AREA (sf)
NONE		N/A

LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A

**LEGEND**

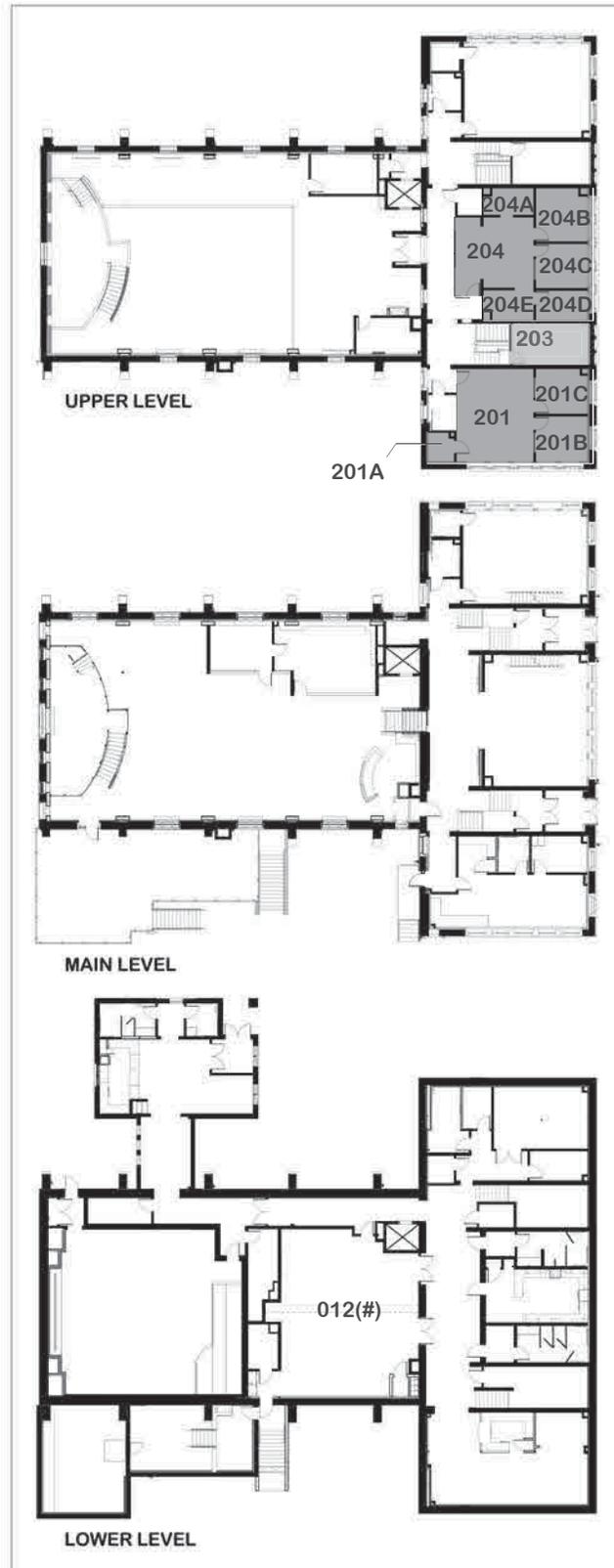
 THE SUMMIT FOUNDATION

 ROOM AVAILABLE FOR RESERVATION UPON REQUEST

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**SQUARE FEET TOTALS**

SUMMIT FOUNDATION 1,752 (net)



**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER  
OFFICE LEASE**

THIS LEASE (“**Lease**”) is made and entered into effective the \_\_\_ day of November, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and BRECKENRIDGE HISTORY, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the “**Parties**”, and individually as a “**Party**.”

**ARTICLE 1 - BASIC LEASE PROVISIONS**

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 206 and 206A in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, meeting room, archive, and research facility unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 688 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on January 1, 2025 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2035.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1<sup>st</sup> of any calendar year (“**Notice of Termination**”) in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease (“**Termination Date**”), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender. Any trade fixtures/furniture such as display cases, etc., that

were purchased with funds from the Town will remain the property of the Town and not be removed from the premises by the Tenant.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

## ARTICLE 2 - RENT

### 2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Ten Thousand Six Hundred Sixty-Four Dollars (\$10,664.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Eight Hundred Eighty-Eight and Sixty-Six/100 Dollars (\$888.66) each ("**Monthly Rent**"). The Monthly Rent has been calculated based on \$15.50 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Any archival materials located in the premises and not owned by Tenant are excluded from this lien. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

### **ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION**

3.1. **Landlord’s Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

### **ARTICLE 4 – UTILITIES AND SERVICES**

#### **4.1. Utilities And Services.**

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services located at 103 S. Harris Street.

**B. Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

## **ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING**

### **5.1. Maintenance.**

**A. Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

**B. Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

**5.2. Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

## ARTICLE 6 – TAXES

### 6.1. Real Property Taxes.

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant’s occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a “taxable possessory interest” pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord’s written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant’s Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant’s occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant’s sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant’s personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease.

Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

## ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

### 7.1. Alterations.

A. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

## ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million One Hundred and Ninety-Five Thousand Dollars (\$1,195,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all

risks” insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant’s Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord’s insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord’s insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder’s ratings of at least A and a financial rating of at least XI in the most current *Best’s Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days’ advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant’s interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

## ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant’s business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

## ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

## ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

## ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

## ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any

public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

#### **ARTICLE 14 - MISCELLANEOUS**

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail,

postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Breckenridge History  
Executive Director  
P.O. Box 2460  
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being

appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Scott Reid, Deputy Town Manager

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

TENANT:

BRECKENRIDGE HISTORY,  
a Colorado nonprofit corporation

By \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT - A

Breckenridge Grand Vacations Community Center

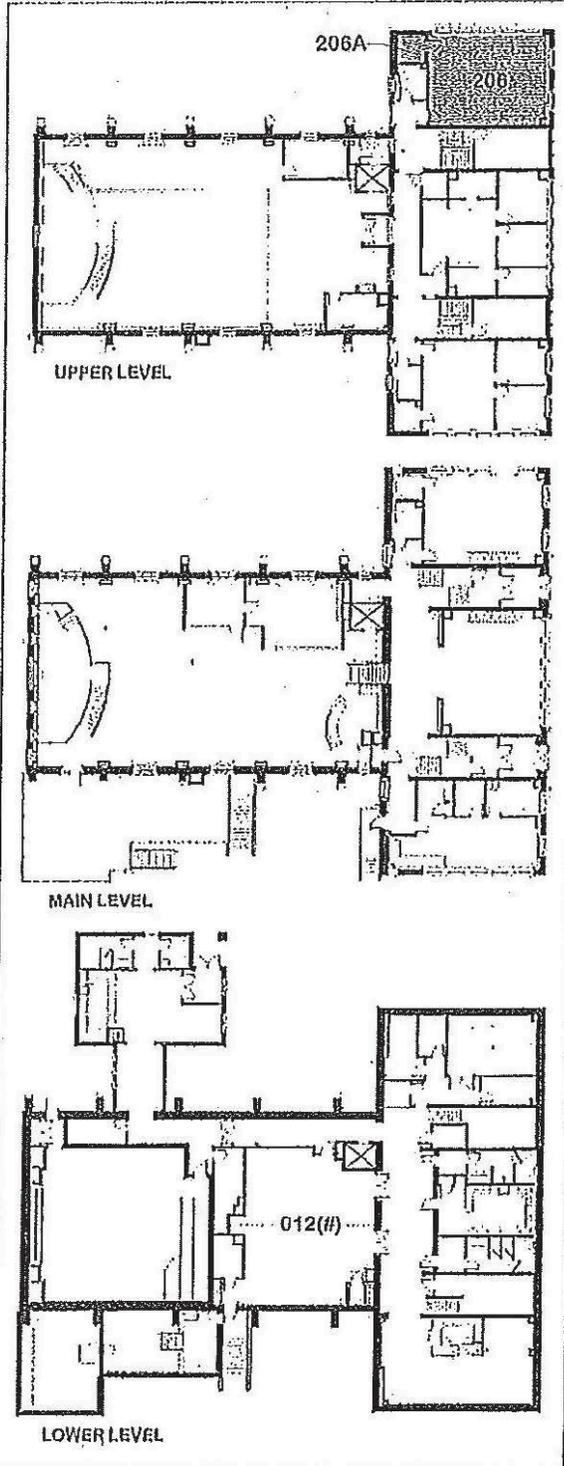
**BRECKENRIDGE HISTORY  
LEASED PREMISES**

UPPER LEVEL		NET AREA (sf)
200	BRECKENRIDGE HISTORY	646
200A	BRECKENRIDGE HISTORY STORAGE	42

MAIN LEVEL		NET AREA (sf)
NONE		N/A

LOWER LEVEL		NET AREA (sf)
012(#)	MULTI-PURPOSE ROOM	N/A

LEGEND	
	BRECKENRIDGE HERITAGE ALLIANCE
(#)	ROOM AVAILABLE FOR RESERVATION UPON REQUEST
SQUARE FEET TOTALS	
BHA	688 (not)



**BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER  
OFFICE LEASE**

THIS LEASE (“**Lease**”) is made and entered into effective the \_\_\_ day of November, 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Landlord**”) and the BRECKENRIDGE FILM FESTIVAL, a Colorado nonprofit corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to in this Lease as the “**Parties**”, and individually as a “**Party**.”

**ARTICLE 1 - BASIC LEASE PROVISIONS**

1.1. **Leased Premises.** In consideration of Tenant’s payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Room 205 in the “Breckenridge Grand Vacations Community Center,” 103 South Harris Street, Breckenridge, Summit County, Colorado 80424 (“**Leased Premises**”). The Leased Premises are depicted on the attached Attachment “A”, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the “**Building**.”

1.2. **Use Of Premises.** Tenant may use the Leased Premises only as a business office, unless Landlord gives its advance written consent to another use.

1.3. **Square Footage.** Landlord and Tenant agree that the Leased Premises contain 176 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

1.4. **Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas’ intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room (“**Shared Use Spaces**”), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any particular availability of the Community Room.

1.5. **Term.**

A. The initial term of this Lease (“**Initial Term**”) will begin on January 1, 2025 (“**Commencement Date**”) and will end, unless sooner terminated as hereafter provided, on December 31, 2035.

B. On January 1, 2026, and on each subsequent January 1st up to and including January 1, 2035, this Lease will be automatically renewed for successive terms

of one calendar year each (each successive year is a “**Renewal Term**”). The “**Term**” of this Lease includes both the Initial Term and any Renewal Terms.

C. Beginning January 1, 2026, either Landlord or Tenant may terminate this Lease, without cause and without liability for breach of this Lease, by giving the other Party written notice of termination prior to January 1<sup>st</sup> of any calendar year (“**Notice of Termination**”) in the manner described in Section 14.5. The Notice of Termination must propose an effective date of termination of this Lease (“**Termination Date**”), which date may not be less than six months nor more than one year after the date the Notice of Termination is given to the other party. Upon the giving of timely Notice of Termination this Lease will terminate on the Termination Date, unless the Landlord and Tenant agree to another Termination Date. A Party may not terminate this Lease under this Subsection C if it is in default when the notice of termination is given.

D. Unless sooner terminated as provided in Subsection C, this Lease terminates on December 31, 2035.

1.6. **Parking.** Subject to availability, Tenant and Tenant’s employees and invitees will be allowed to use the Building’s shared parking lot (“**Parking Lot**”). No parking spaces within the Parking Lot will be specifically assigned for Tenant’s exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant’s sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

1.8. **Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant’s personal property and trade fixtures. All of Tenant’s fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord’s option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

## ARTICLE 2 - RENT

### 2.1. Rent.

A. The total rent to be paid by Tenant for the Initial Term is Two Thousand Seven Hundred Twenty-Eight Dollars (\$2,728.00). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Two Hundred Twenty-Seven and Thirty-Three/100 Dollars (\$227.33) each ("**Monthly Rent**"). The Monthly Rent has been calculated based on \$15.50 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. If the Lease is extended for one or more Renewal Terms, Tenant will pay the increased Monthly Rent as provided in Subsection B.

B. Upon the commencement of each Renewal Term, beginning with the first Renewal Term on January 1, 2026, the Monthly Rent for the Leased Premises will be increased as provided in this Subsection. On or about the commencement of each Renewal Term Landlord will give written notice to Tenant of the new Monthly Rent to be charged during the ensuing Renewal Term. The increase will be based on the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index. The percentage increase over the same index for a period one year earlier, if any, will determine the percentage increase in the Monthly Rent. In no event will the Monthly Rent for the Leased Premises decrease from the preceding year.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month, or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as “rent” or “Monthly Rent” is additional rent.

F. **Interest On Monthly Rent.** Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. **Interest On Other Amounts.** Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. **Landlord's Lien and Security Interest.** Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law. Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided for in this Section.

### **ARTICLE 3 - LANDLORD’S DISCLAIMER AND EXCULPATORY PROVISION**

3.1. **Landlord’s Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other than Landlord’s negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

### **ARTICLE 4 – UTILITIES AND SERVICES**

#### **4.1. Utilities And Services.**

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant’s operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant’s operations at the Leased Premises;

- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant 's operations at the Leased Premises; and
- (v) trash and recycling services located at 103 South Harris Street.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

## ARTICLE 5 – REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING

### 5.1. Maintenance.

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;
- (vi) the water, sewer, plumbing system and plumbing fixtures located on the Leased Premises; and
- (vii) the mechanical, electrical, and heating/ventilation systems.

B. **Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

5.2. **Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

5.3. **Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

5.4. **Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

5.5. **Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

## ARTICLE 6 – TAXES

### 6.1. **Real Property Taxes.**

- (i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory interest" pursuant to Section 39-1-103(17)(a), C.R.S.
- (ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in installments if permitted by law.
- (iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

## ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

### 7.1. Alterations.

A. “**Alterations**” means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

7.2. **Signs.** Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term “sign” has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

7.3. **Assignment And Subletting.** Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without

Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

7.4. **Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

7.5. **Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

## ARTICLE 8 - INSURANCE

8.1. **Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

8.2. **Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million One Hundred and Ninety-Five Thousand Dollars (\$1,195,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

8.3. **Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

## ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

A. the conduct of Tenant's business upon the Leased Premises;

B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;

C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;

D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and

E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

## ARTICLE 10 - DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

## ARTICLE 11 - DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

A. The abandonment of the Leased Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20

days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be in default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;

B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or

C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be in default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

## ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

## ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;

- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or
- D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

#### **ARTICLE 14 - MISCELLANEOUS**

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials - Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorneys Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereof if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Breckenridge Film Festival  
Executive Director  
P.O. Box 718  
Breckenridge, Colorado 80424

Landlord's initial address for notice is:

Town Manager  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a

general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

14.21. **Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

ATTACHMENT - A

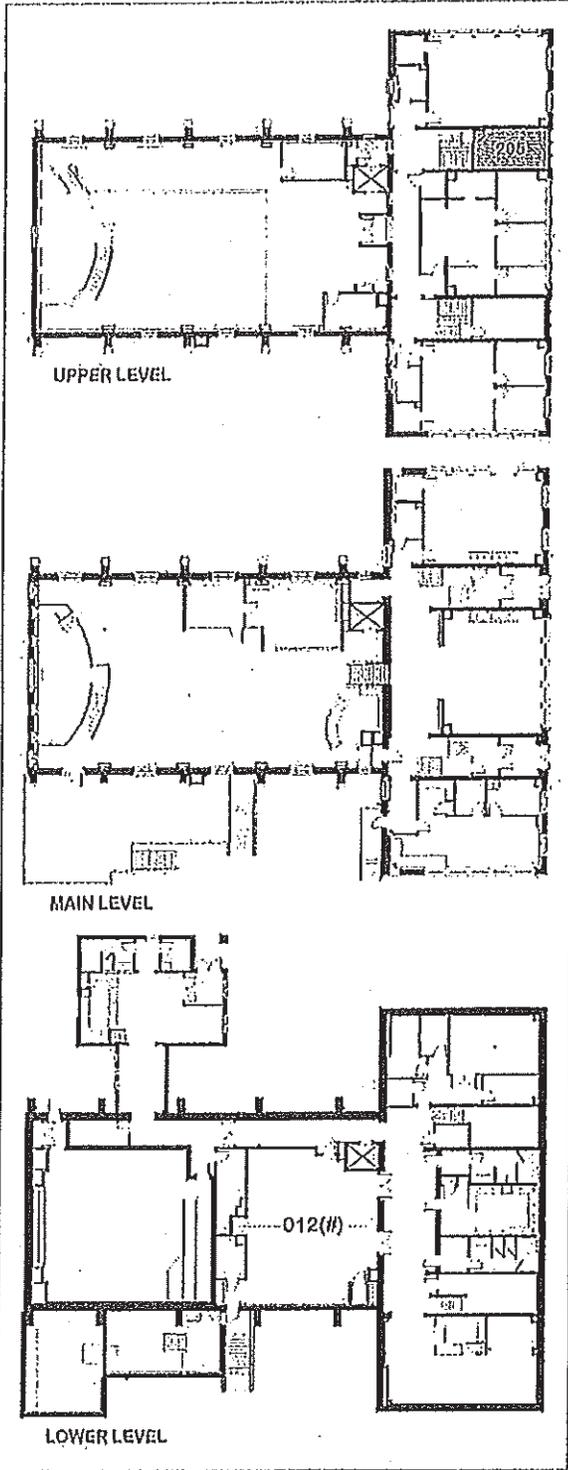
Breckenridge Grand Vacations Community Center  
**BRECKENRIDGE FESTIVAL OF FILM  
 LEASED PREMISES**

UPPER LEVEL	NET AREA (sf)
205 BRECKENRIDGE FESTIVAL OF FILM	176

MAIN LEVEL	NET AREA (sf)
NONE	N/A

LOWER LEVEL	NET AREA (sf)
012(#) MULTI-PURPOSE ROOM	N/A

LEGEND	
	FESTIVAL OF FILM
(#)	ROOM AVAILABLE FOR RESERVATION UPON REQUEST
SQUARE FEET TOTALS	
FESTIVAL OF FILM	176 (net)



## BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

THIS LEASE ("**Lease**") is made and entered into effective the 1<sup>st</sup> day of November 2024 between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("**Landlord**") and the SUMMIT COUNTY LIBRARY. Landlord and Tenant are sometimes collectively referred to in this Lease as the "**Parties**", and individually as a "**Party**."

### ARTICLE 1-BASIC LEASE PROVISIONS

**1.1. Leased Premises.** In consideration of Tenant's payment of rent and the keeping of the promises, covenants, and conditions required of Tenant by this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the term and upon the conditions of this Lease, the premises known as Rooms 001 and 001 A-B in the "Breckenridge Grand Vacations Community Center," 103 South Hall Street, Breckenridge, Summit County, Colorado 80424 ("**Leased Premises**"). The Leased Premises are depicted on the attached **Attachment "A"**, which is incorporated into this Lease by reference. The building in which the Leased Premises are located is referred to in this Lease as the "**Building**."

**1.2. Use Of Premises.** Tenant may use the Leased Premises only as a business office unless Landlord gives its advance written consent to another use.

**1.3. Square Footage.** Landlord and Tenant agree that the Leased Premises contain 787 net square feet, and that this amount will be used to calculate the rent for the Leased Premises.

**1.4. Shared Use Space.** Tenant and its agents, employees, and invitees, have the non-exclusive right with others designated by Landlord to the use the common areas of the Building for the common areas' intended and normal purposes. Common areas include sidewalks, parking areas (as described in Section 1.6), hallways, stairways, public restrooms, common entrances, lobby, other similar public areas and access ways, the kitchen, and the Community Room ("**Shared Use Spaces**"), subject to their availability. The Community Room must be booked by Tenant in advance and no assurance is given of any availability of the Community Room. No common space may be used for storage and the kitchen and Community Room must be cleaned after every use.

**1.5. Term.**

A. The term of this Lease ("**Term**") will begin on November 1, 2024 ("**Commencement Date**") and will end, unless sooner terminated as hereafter provided, on October 31, 2027.

1.6. **Parking.** Subject to availability, Tenant and Tenant's employees and invitees will be allowed to use the Building's shared parking lot ("**Parking Lot**"). No parking spaces within the Parking Lot will be specifically assigned for Tenant's exclusive use.

1.7. **Compliance With Laws.** Tenant, at Tenant's sole cost and expense, will comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises. Landlord warrants that, to the best of its actual knowledge, on the Commencement Date, the Leased Premises will comply with all applicable laws, ordinances, orders, and regulations of governmental authorities. A judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party to such action or proceeding or not, that Tenant has violated any law, ordinance, requirement, or order in the use of the Leased Premises will be conclusive of the fact as between Landlord and Tenant.

**1.8. Surrender of Leased Premises.**

A. Upon expiration or earlier termination of this Lease, Tenant will surrender the Leased Premises to Landlord in substantially the same condition as existed on the Commencement Date, broom clean, ordinary wear and tear excepted. Not later than the last day of the Term, Tenant will remove its personal property and trade fixtures from the Leased Premises. The cost of such removal will be borne by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in connection with the installation or removal of Tenant's personal property and trade fixtures. All of Tenant's fixtures and trade fixtures that are so attached to the Leased Premises that they cannot be removed without material injury to the Leased Premises will, at Landlord's option, become the property of Landlord upon installation and will remain with the Leased Premises upon surrender.

B. Landlord may retain or dispose of any personal property or fixtures (including trade fixtures) left remaining by Tenant upon the Leased Premises upon the expiration or earlier termination of this Lease, provided Landlord first delivers 15 days' written notice to Tenant, identifying the property remaining on the Leased Premises and stating whether Landlord intends to retain or dispose of the property, and Landlord affords Tenant reasonable opportunity to remove the property during such 15 day period. Landlord will not be accountable to Tenant for any damages for the loss or destruction of such property, or for any part of the proceeds of sale, if any, realized by Landlord, provided Landlord complies with the terms of this Section. Tenant waives all claims against Landlord for any damages suffered by Tenant resulting from Landlord's retention or disposition of such personal property or fixtures (including trade fixtures) if Landlord complies with the terms of this Section.

## ARTICLE 2 - RENT

### 2.1. Rent.

A. The total rent to be paid by Tenant is Eleven Thousand Nine Hundred Thirty-Eight and 79/100 Dollars (\$11,938.70). Tenant promises to pay such amount to Landlord. The rent is payable to Landlord in advance in monthly installments of Nine Hundred Ninety Four and 90/100 Dollars (\$994.90) each ("Monthly Rent").

B. The Monthly Rent has been calculated based on \$15.17 per square foot for each square foot of the Leased Premises as described and agreed in Section 1.3. The Monthly rent will increase 3% each year after the initial 1-year term.

C. The Monthly Rent is due and payable to Landlord on the first day of each month. The Monthly Rent will be paid, without deduction, setoff, prior notice, or demand. If the Term begins on any day other than the first day of the month or ends on any day other than the last day of month, the Monthly Rental will be prorated accordingly.

D. A late charge of 5% will be paid on any installment of Monthly Rent not received by Landlord within five days of the due date.

E. Any amount due to Landlord from Tenant under this Lease that is not specifically identified as "rent" or "Monthly Rent" is additional rent.

F. Interest On Monthly Rent. Tenant will pay interest to Landlord on any installment of Monthly Rental that is 30 days or more past due at the rate of 8% per annum commencing on the date the installment of Monthly Rent is due and continuing until the date such installment of Monthly Rent is fully paid.

G. Interest On Other Amounts. Tenant will pay interest to Landlord on any amount other than Monthly Rental that is due to Landlord under this Lease at the rate of 8% per annum commencing 30 days after Landlord has provided Tenant with written notice that such sum is past due and continuing until the date the past due amount is fully paid.

H. Landlord's Lien and Security Interest. Landlord has a first security interest and a lien for all rent and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated in or located upon the Leased Premises, and such property may not be removed from the Leased Premises without the express written consent of Landlord until all arrearages in rent and other sums of money then due to Landlord under this Lease have first been paid. Upon the occurrence of any event of default by Tenant, Landlord may foreclose the security interest and lien in the manner provided by law.

Landlord may file a financing statement (and necessary extensions, renewals or replacements thereof throughout the Term of this Lease) in a form legally sufficient to perfect its security interest and lien granted pursuant to this Section. Tenant will execute such documents as may be required during the Term to maintain the validity and priority of the security interest and lien provided or in this Section.

### **ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION**

3.1. **Landlord's Non-liability.** As between the Parties, Tenant, as a material part of the consideration to Landlord, assumes all risk of damage to property or injury to persons in or upon the Leased Premises from any cause other

than Landlord's negligence or intentional wrongful act, and Tenant waives all claims in respect thereof against Landlord.

#### **ARTICLE 4- UTILITIES AND SERVICES**

##### **4.1. Utilities And Services.**

A. **Utilities.** Landlord will provide at its expense the following utility services for the Leased Premises:

- (i) all water necessary for Tenant's operations at the Leased Premises;
- (ii) all sewer service necessary for Tenant's operations at the Leased Premises;
- (iii) all natural gas necessary for Tenant's operations at the Leased Premises;
- (iv) all electricity necessary for Tenant's operations at the Leased Premises; and
- (v) trash and recycling services for 103 S. Harris Street, which will be made available to Tenant.

B. **Tenant's Telephone and Internet.** Tenant will pay for Tenant's telephone and internet service (if any) at the Leased Premises. Tenant will cause any contracts for its telephone and internet service to be placed solely in Tenant's name. Tenant will pay all charges for such services as they become due.

#### **ARTICLE 5 - REPAIRS, MAINTENANCE, SNOW REMOVAL, AND CLEANING**

##### **5.1. Maintenance.**

A. **Landlord's Repairs.** Except for required maintenance, repairs, and upkeep for which Tenant is liable under Subsection B, Landlord will pay for and make all required repairs to the Building and the Leased Premises, including:

- (i) roof;
- (ii) foundation;
- (iii) exterior walls;
- (iv) interior structural walls (excluding finish and trim of these walls);
- (v) all other structural components;

(vi) the water, sewer, plumbing system and plumbing fixtures located outside of the walls of the building located on the Leased Premises; and

(vii) the mechanical, electrical, and heating/ventilation systems.

**B. Tenant To Reimburse Landlord For Repairs; When.** Tenant will reimburse Landlord for any maintenance, repair, and upkeep to the Building or the Leased Premises that Landlord is required to make that is caused by the negligence, misuse, or willful act of Tenant or its employees or invitees.

**5.2. Time For Repairs.** Required repairs or maintenance will be completed within a reasonable time (depending on the nature of the repair or maintenance needed) after receiving notice or having actual knowledge of the need for the repair or maintenance.

**5.3. Snow Removal.** Landlord will provide all necessary snow and ice plowing and removal from the Parking Area, and the sidewalks and entry areas of the Leased Premises.

**5.4. Cleaning of Shared Space.** Landlord will provide any required cleaning of the Shared Space.

**5.5. Cleaning of Leased Premises.** Tenant will provide its own janitorial service to provide periodic cleaning of the Leased Premises.

## ARTICLE 6-TAXES

### 6.1. Real Property Taxes.

(i) **Possessory Interests.** Pursuant to Section 39-3-105, C.R.S., all real or personal property owned by Landlord is exempt from taxation. However, the Parties acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease may be deemed to be a "taxable possessory interest" pursuant to Section 39-1-103(17)(a), C.R.S.

(ii) **Tenant To Pay Real Property Taxes.** Tenant will pay all real property taxes lawfully assessed arising from its occupancy and use of the Leased Premises pursuant to this Lease, and Tenant will indemnify and defend Landlord from any such real property taxes. Tenant will pay all real property taxes in a timely manner. Upon Landlord's written request Tenant will provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment of the real property taxes. Tenant may pay any real property taxes in

installments if permitted by law.

(iii) **Tenant's Right to Contest Real Property Taxes.** If Tenant is liable for the payment of any real property taxes arising from Tenant's occupancy and use of the Leased Premises pursuant to this Lease, Tenant may, at its sole expense, contest such real property taxes by the commencement and prosecution, in good faith and with due diligence, of appropriate legal proceedings. Tenant will make timely payment of such real property taxes if Tenant loses the contest. Tenant will advise Landlord prior to instituting any such contest and will, as a condition of exercising such right, provide Landlord such reasonable assurance as it may request that such contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost and expense, will reasonably cooperate with Tenant in any such contest; may join in the contest; and will execute and deliver such documents and instruments as may be necessary or appropriate for prosecuting an effective contest.

6.2. **Personal Property Taxes.** Tenant will pay when due all taxes, assessments, fees, and other charges that are levied against Tenant's personal property or trade fixtures installed or located in or on the Leased Premises, and that become payable during the Term of this Lease. Within 10 days after demand, Tenant will furnish Landlord with satisfactory evidence of such payments.

## **ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS**

### **7.1 Alterations.**

A. **"Alterations"** means alterations, additions, substitutions, installations, changes, and improvements to the Leased Premises.

B. No Alteration may be undertaken until Tenant has obtained approval of plans and specifications for such Alteration from Landlord, acting in its capacity as owner of the Leased Premises (and not in its governmental capacity). Landlord's consent will not be unreasonably withheld or unduly delayed for nonstructural interior Alterations that do not adversely affect the Building's appearance, value, and structural strength or integrity.

C. All work done in connection with the construction of an Alteration must be done in a good and workmanlike manner and in material conformity with the plans and specifications that are approved by Landlord.

D. The construction of an approved Alteration must be prosecuted with reasonable dispatch, subject to delays caused by force majeure events (See Section 14.20).

E. Any Alteration made by Tenant to the Leased Premises will become the property of Landlord; will be considered as part of the Leased Premises; and will not be removed from the Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

## **7.2 Signs.**

Tenant may not post, place, affix, erect, or display any sign within or outside of the Leased Premises, or within or outside the Building, without Landlord's prior approval. As used in this Section, the term "sign" has the meaning provided in the Breckenridge Town Code, as amended from time to time throughout the Term of this Lease. In considering Tenant's request to place a sign within or outside of the Leased Premises or the Building, Landlord acts in its capacity as landlord of the Leased Premises, and not in its governmental capacity. Landlord may remove any sign placed within or outside of the Leased Premises or the Building in violation of this Section. In addition to obtaining Landlord's discretionary permission as described above, Tenant must also obtain any required sign permit from Landlord acting in its governmental capacity. Tenant must maintain all signs located within or outside of the Leased Premises in good, clean, and attractive condition. Tenant must remove all signs placed by Tenant within or outside of the Leased Premises and Building at the expiration or earlier termination of this Lease, and repair any damage or injury caused thereby. If not so removed by Tenant, Landlord may remove such sign(s) at Tenant's expense.

## **7.3 Assignment And Subletting.**

Tenant may not assign, sublet, license, or allow any other person or entity to occupy or use any or all of the Leased Premises without first obtaining Landlord's prior written consent. Any assignment, encumbrance, sublease, or license without Landlord's prior written consent will be voidable and, at Landlord's election, will constitute a default under this Lease. No consent by Landlord to any of the above acts will constitute a further waiver of the provisions of this Section.

If Landlord chooses to consent to an assignment or sublease, Tenant may be required, as a condition of granting consent, to pay Landlord's reasonable costs incurred in considering the proposed assignment or sublease including, but not limited to, legal fees and credit checks, in a total amount not to exceed \$1,000.

**7.4 Waste or Nuisance.** Tenant will not commit or permit to be committed any waste upon the Leased Premises. Tenant will not commit or permit to be committed upon the Leased Premises any public or private nuisance, or any other act or thing prohibited by law.

**7.5 Liens.** Tenant will not permit any lien to be filed against the Leased Premises or the Building, including, but not limited to, a lien arising out of any work performed, materials furnished or obligations incurred by Tenant. The indemnification provisions of this Lease will apply to any such lien. If, because of any act or omission of Tenant, and resulting from Tenant's work on the Leased Premises, any mechanic's or other lien, charge or order for the payment of money is filed against the Leased Premises or the Building, Tenant will, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days from the filing of the lien. Prior to commencing the construction of any Alteration upon the Leased Premises, Tenant will post and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section 38-22-105, C.R.S.

## ARTICLE 8 - INSURANCE

**8.1. Landlord's Building Insurance.** Landlord agrees, at Landlord's sole expense, to keep the Building insured against damage or destruction by fire, earthquake, vandalism, and other perils in the amount of its full replacement value, as such value may exist from time to time.

**8.2. Tenant's Liability Insurance.** Tenant agrees, at Tenant's sole expense, to maintain commercial general liability insurance covering Tenant's operations on the Leased Premises with minimum combined single limits of not less than One Million Dollars (\$1,000,000). The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket contractual, products, and completed operations. Tenant's liability insurance policy will be endorsed to include Landlord as an additional insured.

**8.3. Tenant's Property Insurance.** Tenant agrees, at Tenant's sole expense, to keep its personal property and trade fixtures located in or upon the Leased Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and the fixtures.

8.4. **Tenant's Activities Not to Increase Insurance Rates.** Tenant will not do anything in or about the Leased Premises that will materially increase Landlord's insurance rates on the Leased Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for Landlord's insurance specifically resulting from the above, whether or not Landlord will have consented to the act on the part of Tenant. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant will make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

8.5. **Additional Insurance Provisions.** Every policy required above will be primary insurance. The Party required to procure and maintain a particular insurance policy will be solely responsible for any deductible losses under such policy. Every policy of insurance required by this Section will be maintained during the entire Term of this Lease.

8.6. **Insurance Criteria.** Insurance policies required by this Lease will:

A. be issued by insurance companies licensed to do business in the State of Colorado with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available at the time such insurance is to be procured; and

B. provide that the insurance cannot be cancelled or materially changed in the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring Party.

8.7. **Evidence of Insurance.** Prior to the commencement of this Lease, each Party will give certificates of insurance to the other Party evidencing compliance with the requirements of this Section. The policies will be renewed or replaced and maintained by the Party responsible for such policy throughout the Term of this Lease to assure continuous coverage. If either Party fails to give the required certificate within 30 days after notice or demand for it, the other Party may obtain and pay for the insurance and receive reimbursement from the Party required to have the insurance.

8.8. **No Interest in Insurance Proceeds.** Landlord has no interest in proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant has no interest in the proceeds of any insurance carried by Landlord.

## ARTICLE 9 - INDEMNIFICATION

9.1. **Indemnification By Tenant.** To the fullest extent permitted by law, Tenant will indemnify and hold Landlord harmless against and from any and all claims arising from:

- A. the conduct of Tenant's business upon the Leased Premises;
- B. any activity, work, or other thing done, permitted or suffered by Tenant in or about the Leased Premises;
- C. any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease;
- D. any and all claims arising from any intentional or negligent act of Tenant, or any agent, employee, contractor, or invitee of Tenant; and
- E. all costs, attorney's fees, and liabilities incurred in the defense of any claim for which indemnification is required under this Section.

Tenant, upon notice from Landlord, will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

9.2. **Survival of Indemnity Obligation.** The indemnity obligations required by Lease will survive the termination or expiration of this Lease, and will continue to be enforceable thereafter, subject however to statutory and equitable limitation periods.

## ARTICLE 10 -DAMAGE TO LEASED PREMISES

10.1. **Damage To or Destruction Of Leased Premises.** If the Leased Premises are damaged by fire or other perils that are fully covered by Landlord's insurance, Landlord will promptly repair the damage, and this Lease will remain in full force and effect, except that Tenant will be entitled to terminate this Lease or obtain a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and the making of such repairs will reasonably interfere with the business carried on by Tenant in the Leased Premises. If the damage is due to the fault or neglect of Tenant, its employees or invitees, there will be no abatement of rent. If the Leased Premises are damaged as a result of any cause other than the perils covered by Landlord's building insurance, then Landlord will not be obligated to repair or rebuild the Leased Premises, and either Party may terminate this Lease by giving the other Party 30 days' notice in accordance with the provisions of Section 14.5 of this Lease.

## ARTICLE 11-DEFAULT

11.1. **Default By Tenant.** The occurrence of any one or more of the following events will constitute a default and breach of the Lease by Tenant:

- A. The abandonment of the Leased Premises by Tenant.
- B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant pursuant to this Lease, as and when due, where such failure continues for a period of 10 days after service of written notice by Landlord to Tenant.
- C. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or to obey rules promulgated by Landlord in accordance with Section 13.1 of this Lease, within 20 days after service of written notice by Landlord to Tenant. In the event of a non-monetary default that is not readily susceptible of being corrected within 20 days, Tenant will not be default if it commences correcting the default within 20 days of service of a demand for compliance notice and thereafter corrects the default with due diligence.

11.2. **Landlord's Remedies Upon Default.** In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant is in default under this Lease;

- A. Terminate this Lease, and Tenant will then surrender the Leased Premises to the Landlord;
- B. Enter and take possession of the Leased Premises, either with or without process of law, and remove Tenant, with or without having terminated this Lease; or
- C. Alter the locks and security devices at the Leased Premises.

Tenant waives claims for damages by reason of Landlord's recent, repossession, or alteration of the locks or other security devices at the Leased Premises, and for damages by reason of any legal process.

11.3. **No Surrender.** Landlord's exercise of any of its remedies or its receipt of Tenant's keys to the Leased Premises will not be considered an acceptance or surrender of the Leased Premises by Tenant. A surrender must be agreed to in a writing signed by both Landlord and Tenant.

11.4. **Default By Landlord.** Landlord will be in default under this Lease if Landlord fails to comply with any of the terms, provisions or covenants of this Lease within 20 days following service of written notice by Tenant. In the event of a non-monetary default that is not capable of being corrected within 20 days, Landlord will not be default if Landlord commences correcting the default within 20 days of receipt of notification and thereafter correct the default with due diligence.

11.5. **Tenant's Remedies Upon Default.** If Landlord is in default under this Lease, Tenant will have all of the remedies provided for in such circumstances by Colorado law.

11.6. **Self-Help.** If either Party defaults under this Lease ("**Defaulting Party**") the other Party ("**Nondefaulting Party**") may, without being obligated and without waiving the default, cure the default. The Nondefaulting Party may enter the Leased Premises or the Building to cure the default. The Defaulting Party shall pay the Nondefaulting Party, upon demand, all costs, expenses, and disbursements incurred by the Nondefaulting Party to cure the default.

11.7. **Survival.** The remedies permitted by this Article 11 will survive the termination of this Lease.

## ARTICLE 12 - NONDISTURBANCE

12.1. **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, Landlord covenants that so long as the rent for the Leased Premises is paid as and when due, and there is no default in any of the other covenants, conditions or provisions of this Lease to be performed, observed or kept by Tenant, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

## ARTICLE 13 - LANDLORD'S RIGHTS

13.1. **Rules.** In order to address matters that are not addressed in this Lease, or matters that arise after the commencement of this Lease, Landlord may adopt reasonable rules and regulations with respect to the Leased Premises. Tenant, its employees and invitees, must faithfully observe and comply with any written rules and regulations with respect to the Leased Premises that are delivered to Tenant by Landlord during the Term of this Lease. No rule adopted by Landlord may unreasonably interfere with Tenant's conduct of its business or Tenant's use and

enjoyment of the Leased Premises, or require payment of additional moneys by Tenant. If a rule adopted by Landlord conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

13.2. **Holdover.** If Tenant continues to hold possession of the Leased Premises after the natural expiration of the Term of this Lease (without complying with the applicable provisions related to the options to renew herein granted), then such holding over will not be deemed a renewal of the Lease for the whole Term, but Tenant will be deemed to be a tenant from month to month only, at the same Monthly Rent herein specified; EXCEPT Landlord may, at Landlord's option, increase the Monthly Rent to an amount not more than 125% of the Monthly Rent described in Section 2.1 for any holdover period upon 10 days' prior written notice to Tenant.

13.3. **Inspection And Entry.** Except in case of a verifiable and actual emergency (in which event no advance notice will be required) Tenant agrees that Landlord and Landlord's authorized representatives may enter the Leased Premises following at least 48 hours' advance notice to Tenant during reasonable hours for the purposes of inspecting the Leased Premises. Tenant may require that Landlord be accompanied at all times by a representative of Tenant and Landlord will comply with Tenant's security procedures. Except in case of a verifiable and actual emergency, Tenant may specify the times when Landlord's entry will be permitted. Landlord will minimize any interference with Tenant's business. Subject to the foregoing, Tenant further agrees that Landlord may go upon the Leased Premises and:

- A. make any necessary repairs to the Leased Premises and perform any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, or that Landlord may deem necessary to prevent waste or deterioration of the Leased Premises;
- B. make repairs that Landlord is required to perform under the terms of this Lease;
- C. post any notice provided for by law; or

D. otherwise protect any and all rights of Landlord.

Nothing in this Section implies any duty on the part of Landlord to do any work that under any provision of this Lease Tenant may be required to do, nor will it constitute a waiver of Tenant's default in failing to do the same. No reasonable exercise by Landlord of any rights herein reserved will entitle Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage or inconvenience occasioned thereby, nor to any abatement of rent.

#### ARTICLE 14-MISCELLANEOUS

14.1. **Governmental Immunity.** Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

14.2. **Hazardous Materials -Prohibited.** Tenant will not store or permit the storage on the Leased Premises of any type of hazardous or similar material that is regulated by federal, state, or local regulation, except Tenant may store and use materials customarily used in the operation and maintenance of a business office that do not violate applicable laws.

14.3. **Attorney's Fees/Costs.** If any action is brought in a court of law by either Party to this Lease concerning the enforcement, interpretation or construction of this Lease, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14.4. **Governing Law; Venue; Waiver of Jury Trial.** This Lease is to be interpreted in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. Venue for any legal action arising out of this Lease will be proper only in Summit County, Colorado. BOTH PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET OR CONSTRUE THIS AGREEMENT.

14.5. **Notices.** Whenever under this Lease a provision is made for notice or demand of any kind, notice will be in writing and will be signed by or on behalf of the Party giving or making the same, and it will be deemed sufficient notice and service thereto if notice is to Tenant and sent by registered or certified mail, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for this purpose; and if to Landlord, sent by registered or certified mail, postage paid, to Landlord at the address furnished for this purpose, or to the place then fixed for the payment of rent.

Tenant's initial address for notice is:

Landlord's initial address for  
notice is:

Town Manager  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, Colorado 80424

Any notice with respect to this Lease that is specifically required or provided for by Colorado law must be served in the manner provided by Colorado law for the service of such notice. Nothing in this Section will prevent the giving of notice in such manner as is prescribed by the Colorado Rules of Civil Procedure for the service of legal process.

14.6. **Complete Agreement.** It is understood and agreed that this Lease contains the complete and final expression of the agreement between the Parties, and there are no promises, representations, or inducements except as are set forth in this Lease. All negotiations, considerations, representations, and understandings between the Parties related to this Lease are contained in this Lease.

14.7. **Amendment.** This Lease may not be modified except by a written agreement signed by both Landlord and Tenant. Oral modifications of this Lease are not permitted.

14.8. **Captions.** The headings of the articles and sections in this Lease are for convenience only and do not define, limit, or construe the contents of the sections and subsections.

14.9. **Waiver.** The failure of either Party to exercise any of its rights under this Lease is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

14.10. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Lease are not affected or impaired in any way.

14.11. **Annual Appropriation.** Financial obligations of Landlord under this Lease payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds are not made available, this Lease may be terminated by either Party without penalty. Landlord's obligations under this Lease do not constitute a general obligation indebtedness or multiple year

direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

14.12. **No Adverse Construction Based On Authorship.** Each of the Parties stipulate and agree that it had the opportunity to participate in the drafting of this Lease. This Lease is not to be construed against either Party by virtue of such Party having drafted this Lease.

14.13. **Landlord's Consent Or Approval.** Except as otherwise expressly provided to the contrary in this Lease, wherever in this Lease it is provided that some act requires Landlord's prior consent or approval, such consent or approval may be granted, withheld, or conditionally approved in Landlord's sole and absolute discretion.

14.14. **"Day" Defined.** Unless otherwise indicated, the term "day" means a calendar day (and not a business day).

14.15. **"Will" or "Will Not" Defined.** "Will" or "will not" indicates a mandatory obligation to act or to refrain from acting as specifically indicated in the context of the sentence in which such word is used.

14.16. **Authority.** The individuals executing this Lease on behalf of each of the Parties have all requisite powers and authority to cause the Party for whom they have signed to enter into this Lease and to bind such to fully perform the obligations required of such Party under this Lease.

14.17. **Third Parties.** There are no third party beneficiaries of this Lease.

14.18. **Lease Not To Be Recorded.** This Lease **WILL NOT BE RECORDED** with the Clerk and Recorder of Summit County, Colorado. The recording of this Lease by Tenant will constitute a default under this Lease.

14.19. **Time of Essence.** Time is of the essence of this Lease.

14.20. **Force Majeure.** Neither Party is liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, pandemics, sabotage or any other circumstance for which such Party is not responsible or that is not in its power to control.

**14.21.-Binding Effect.** The covenants, conditions, and obligations contained in this Lease extend to, bind, and inure to the benefit of, not only the Parties hereto, but their respective successors and permitted assigns.

LANDLORD:

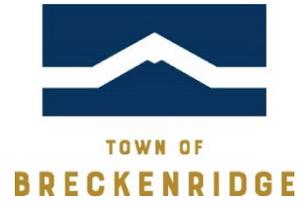
TOWN OF BRECKENRIDGE

Shannon Haynes, Town Manager

Helen Cospolich, CMC,  
Town Clerk

TENANT:

Page 18



# Memo

**To:** Town Council  
**From:** Duke Barlow, Open Space & Trails Manager  
**Date:** 11/20/2024 (for 11/26/2024)  
**Subject:** Approval of Open Space Intergovernmental Agreement with Town of Blue River and Summit County

---

**Town Council Goals** (Check all that apply)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> More Boots & Bikes, Less Cars | <input checked="" type="checkbox"/> Leading Environmental Stewardship |
| <input type="checkbox"/> Deliver a Balanced Year-Round Economy    | <input type="checkbox"/> Hometown Feel & Authentic Character          |
| <input type="checkbox"/> Organizational Need                      |   |

### Summary

Staff are continuing to work with Summit County and the Town of Blue River to protect open space in the Town of Blue River and re-establish the Wakefield/ Blue River Trail, in its entirety from the Wakefield Sawmill to Fredonia Gulch. Approving the attached IGA for the subject property is consistent with this goal.

### Background

The Town of Breckenridge (the Town) purchased Lot 416, The Coronet Subdivision- Blue River Estates Inc., jointly with Summit County on August 22, 2024, for \$437,500. The property provides a critical connection for the Wakefield/ Blue River Trail through the Town of Blue River. Since the property is zoned for residential use and the trail is located on the edge of the property, staff and the Breckenridge Open Space Advisory Commission (BOSAC) considered options for the future use of the property to recoup expenses prior to acquisition. One option was to record a public access easement for the trail and sell the property to a private buyer. Another option included conveying the property to the Town of Blue River to retain for open space protection, consistent with the goals of the [2023 Open Space & Trails Master Plan](#). The latter option was agreed upon by the parties involved.

The Town and Summit County have agreed to sell the property to the Town of Blue River for \$306,250, which represents a 30% discount from the original August 22, 2024 purchase price. This discount is considered to be the Town and Summit County's financial contribution to the Town of Blue River to jointly protect the property as open space. In exchange for this contribution, the attached intergovernmental agreement (IGA) will be recorded on the property, restricting the property to open space uses. The IGA outlines shared management responsibilities, including forest health and trail construction and maintenance, with each party paying a proportional share equal to the percentage contribution for acquisition: Blue River (70%), the Town (15%), Summit County (15%).

Council approved a similar IGA between the Town of Blue River and Summit County to protect open space and preserve the Wakefield/ Blue River Trail through the Clyde Lode during their August 13, 2024 work session.

### Public outreach/engagement

Staff, BOSAC, Summit County Open Space staff, Summit County Open Space Advisory Council, and Town of Blue River Trustees have heard from many community members that support the formal re-establishment of the entirety of the Wakefield/ Blue River Trail, connecting the Wakefield Sawmill to Fredonia Gulch.

### Financial Implications

The final financial impact to the Town would be \$65,625 for acquisition with additional expenditures per the terms of the IGA. On August 22, 2024, the Town contributed \$218,750 for the property and would recoup \$153,125 from the Town of Blue River as a result of this IGA and Sale Agreement.

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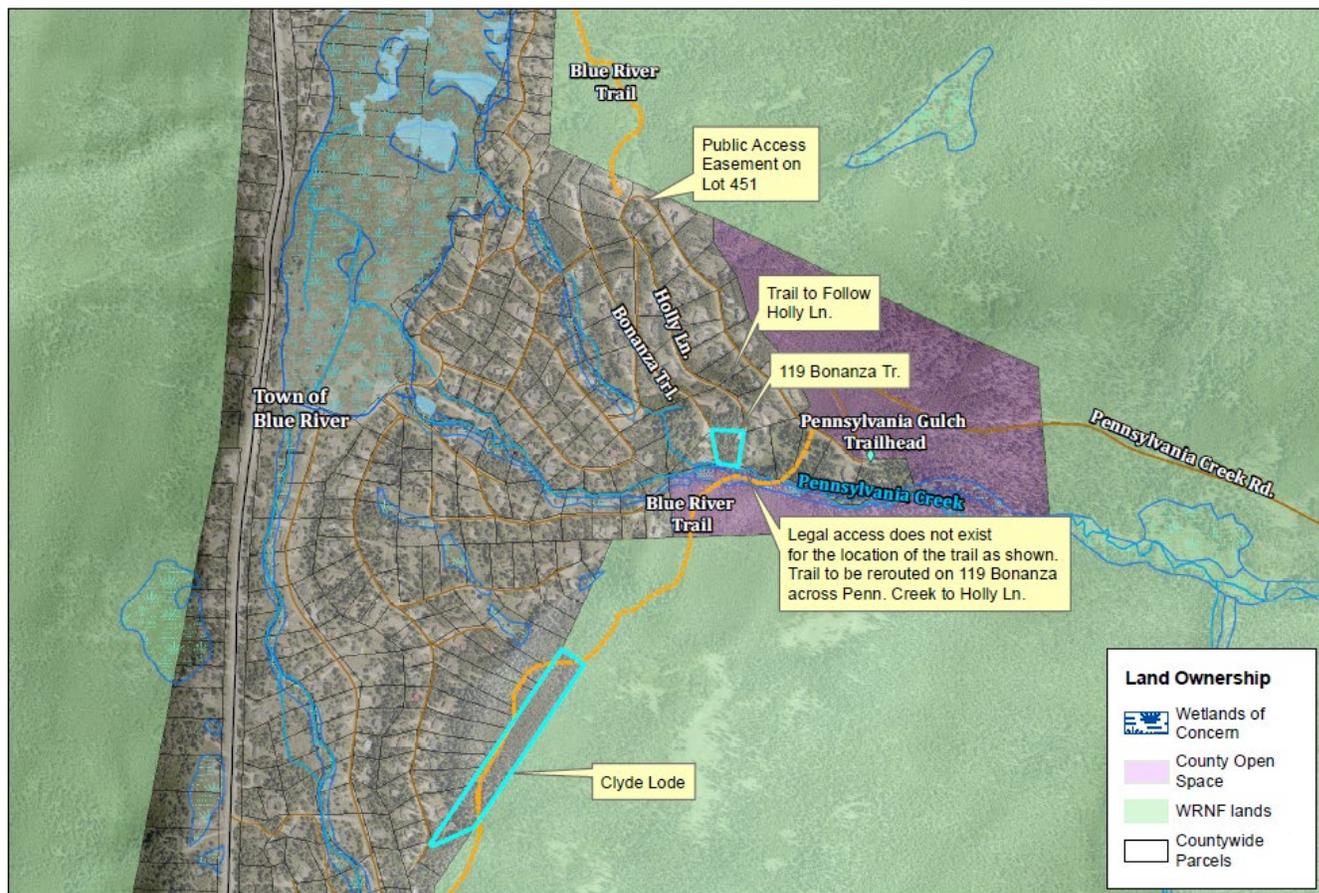
**Mission:** The Town of Breckenridge protects, maintains, and enhances our sense of community, historical heritage, and alpine environment. We provide leadership and encourage community involvement.

**Equity Lens**

Our Equity Lens was considered in evaluating this IGA. The Wakefield/ Blue River Trail connection enables residents and visitors to freely travel between the Town and the Town of Blue River without the need of a vehicle and is located close to the Ice Rink bus stop.

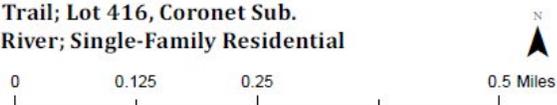
**Staff Recommendation**

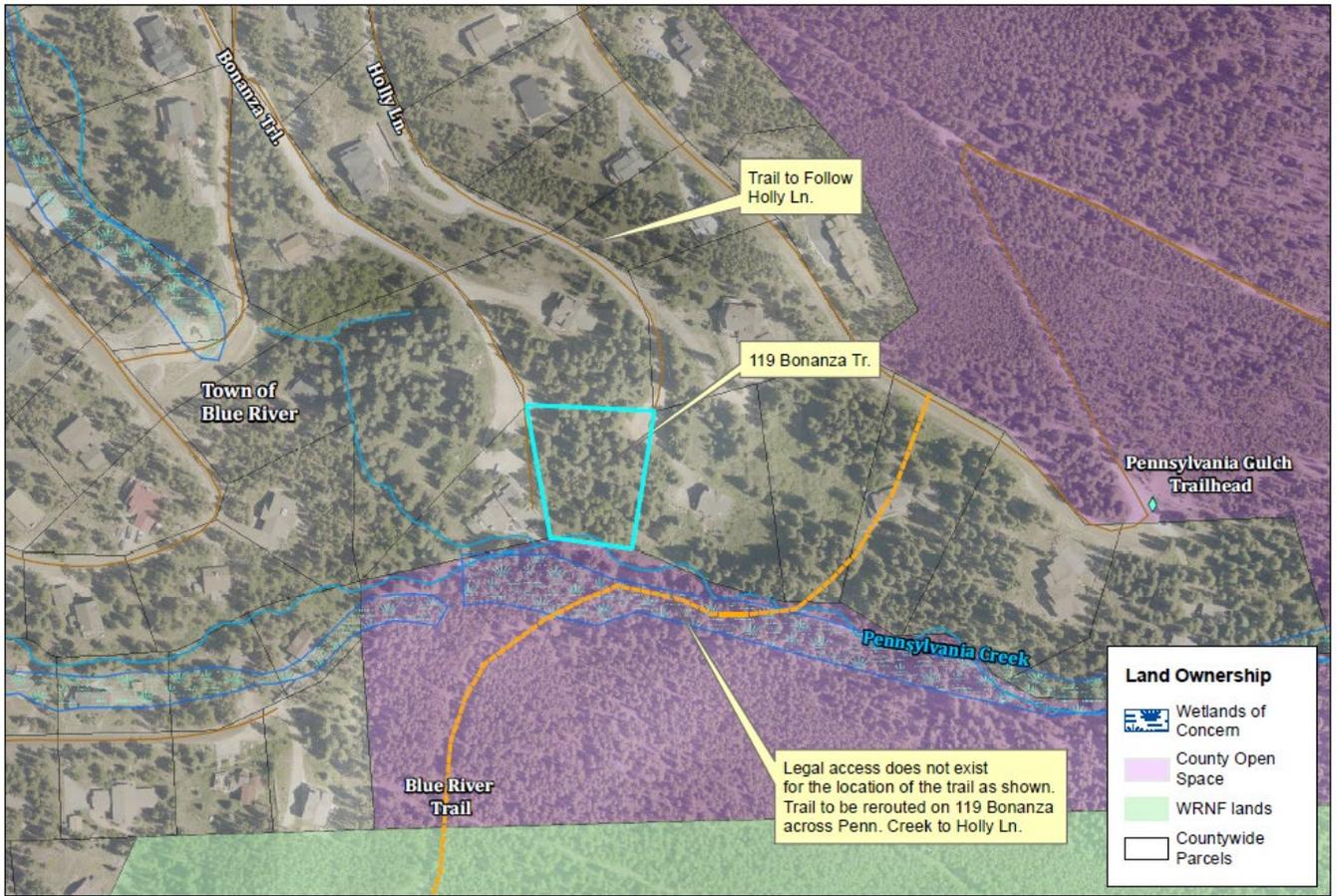
Staff recommends that Council approve the attached IGA and Purchase and Sale Agreement to restrict and convey Lot 416, The Coronet Subdivision- Blue River Estates Inc. to the Town of Blue River. Staff requests that Council approve the attached resolution which agrees to the IGA.



**DISCLAIMER:** This map is for planning and conceptual purposes only and is not accurate to survey or National Mapping Accuracy standards. Do not use for legal conveyance.

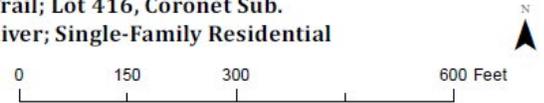
**119 Bonanza Trail; Lot 416, Coronet Sub.  
Town of Blue River; Single-Family Residential  
Vacant  
0.7 Acres**





**DISCLAIMER:** This map is for planning and conceptual purposes only and is not accurate to survey or National Mapping Accuracy standards. Do not use for legal conveyance.

**119 Bonanza Trail; Lot 416, Coronet Sub.  
Town of Blue River; Single-Family Residential  
Vacant  
0.7 Acres**



1 RESOLUTION NO. \_\_\_\_

2  
3 Series 2024

4  
5 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT**  
6 **BETWEEN BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS**  
7 **OF SUMMIT COUNTY, COLORADO AND THE TOWN OF BRECKENRIDGE**  
8 **AND THE TOWN OF BLUE RIVER.**  
9

10  
11 WHEREAS, the Town of Breckenridge, jointly with Summit County, has recently  
12 purchased certain real property located in the County of Summit, State of Colorado more  
13 particularly described in **Exhibit A** (the "Property"); and

14 WHEREAS, the Parties desire to obtain lands within Summit County to preserve as open  
15 space and promote recreational purposes consistent with the open space character of the  
16 Property; and

17 WHEREAS, the County and Town of Breckenridge (the "Contributing Parties")  
18 previously purchased the Property and have agreed to convey the Property to the Town of Blue  
19 River for a price which number reflects a contribution of \$65,625.00 by each Contributing Party  
20 in order to assist the Town of Blue River in financing the purchase of the Property and provide  
21 for joint management of the Property by all three Parties; and

22 WHEREAS, the Parties desire to enter into an intergovernmental agreement providing  
23 for the use and management of the Property in exchange for the Contributing Parties' financial  
24 contribution.

25 NOW, THEREFORE, in consideration of the above premises and terms and conditions  
26 contained herein, the parties agree as follows:

27  
28 **Section 1.** The Town Council hereby approves the Intergovernmental Agreement  
29 attached hereto as **Exhibit B**.

30 **Section 2.** This resolution is effective upon adoption.  
31

32 RESOLUTION APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2024.  
33

34 TOWN OF BRECKENRIDGE  
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By: \_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich, CMC,  
Town Clerk

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney                  Date

**EXHIBIT A**

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Lot 416, Coronet Subdivision – Blue River Estates, Inc., according to the plat filed July 27, 1965  
under Reception No. 102530, County of Summit, State of Colorado

1 **EXHIBIT B**

2  
3 **INTERGOVERNMENTAL AGREEMENT**  
4 **LOT 416, CORONET SUBDIVISION OPEN SPACE PROPERTY**  
5

6 This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this \_\_\_\_  
7 day of \_\_\_\_\_, 2024, by and between the Board of County Commissioners of Summit  
8 County, Colorado (the "County") and the Town of Breckenridge ("Town of Breckenridge," and  
9 together with the County, the "Grantors" or "Grantor"), a municipal corporation of the state of  
10 Colorado, and the Town of Blue River ("Blue River" or "Town of Blue River"), a municipal  
11 corporation of the state of Colorado, referred to collectively as "the Parties".  
12

13 **WITNESSETH:**

14  
15 WHEREAS, on August 22, 2024, Grantors purchased certain real property located in the  
16 County of Summit, State of Colorado more particularly described in **Exhibit A** attached hereto  
17 and incorporated herein (the "Property") for the purchase price of \$437,500 (the "Original  
18 Purchase Price"); and  
19

20 WHEREAS, the Parties desire to obtain lands within Summit County, such as the Property,  
21 to preserve as open space and to promote recreational purposes consistent with the open space  
22 character of such lands; and  
23

24 WHEREAS, the Town of Blue River desires to collaborate with Grantors on the trail  
25 connection and conservation of the Property by purchasing the Property for seventy percent (70%)  
26 of the Original Purchase Price, which equates to \$306,250.00 (the "Purchase Price"); and  
27

28 WHEREAS, Grantors have agreed to sell the Property to the Town of Blue River for the  
29 Purchase Price, which is less than the Original Purchase Price, such discount evidencing Grantors'  
30 commitment to contribute thirty percent (30%) of the Original Purchase Price towards the Town  
31 of Blue River's acquisition of the Property (the "Contribution"); and  
32

33 WHEREAS, the Parties desire to enter into this Agreement for the purpose of, among other  
34 things, documenting the Contribution and detailing the use and management of the Property; and  
35

36 NOW, THEREFORE, in consideration of the above premises and terms and conditions  
37 contained herein, the Parties agree as follows:  
38

39 1. Grantors will sell the Property to the Town of Blue River for the Purchase Price to  
40 facilitate the Town of Blue River retaining the Property as open space. The sale does not entitle  
41 the Grantors to any ownership or interest in the Property, except as to such rights as provided in  
42 this Agreement.  
43

44 2. In exchange for the Contribution the Town of Blue River agrees to the following:

1  
2 (a) Use of the Property: Except as otherwise provided in this Agreement, the  
3 Property shall remain undeveloped as open space and be used solely for those permitted  
4 uses set forth on **Exhibit B** attached hereto and incorporated by this reference, such  
5 permitted uses meaning the commonly accepted definition for such terms.  
6

7 (b) Trail: The purpose of the sale to the Town of Blue River is to assist the  
8 Town of Blue River in retaining the Property for open space and constructing a north-  
9 south trail (the "Trail"), with the goal of perfecting public access along the  
10 "Wakefield/Blue River Trail." The Trail shall be non-motorized and multi-use allowing  
11 General Public access, as defined below. The Parties agree to collaborate on the  
12 construction, design, signage, and maintenance of the Trail including, if necessary, bridge  
13 construction across Pennsylvania Creek for the Trail on the Property or an adjacent  
14 property, and wayfinding signage routing the General Public through residential sections  
15 where necessary and mutually agreed upon (the "Work"). The Town of Blue River agrees  
16 that it will not perform any Work without the prior express written approval of the  
17 Grantors. The Parties agree to pay their Proportionate Share, as defined below, of the  
18 actual costs incurred for the Work, provided, however, nothing in this Agreement shall be  
19 interpreted as requiring the Grantors to assume sole responsibility for the Work or  
20 payment of the costs related thereto. The term "Proportionate Share" shall mean the  
21 following:  
22

<u>Party</u>	<u>Proportionate Share</u>
Town of Blue River	70%
Town of Breckenridge	15%
County	15%

23  
24  
25 (c) General Public Access: The Trail will be dedicated for use by the General  
26 Public in perpetuity and remain open to the General Public subject to temporary closure  
27 for public safety or maintenance. For the purposes of this Agreement the term "General  
28 Public" means and refers to all residents and visitors of Summit County.  
29

30 (d) Forest Health / Weed Management: The Parties agree to collaborate on  
31 weed management and forest health projects on the Property ("Weed Management"). The  
32 Parties agree to pay their Proportionate Share of the actual costs incurred for Weed  
33 Management, provided, however, nothing in this Agreement shall be interpreted as  
34 requiring the Grantors to assume sole responsibility for Weed Management or payment of  
35 the costs related thereto.  
36

37 3. Closing; PSA: Closing will occur at Land Title Guarantee Company in  
38 Breckenridge at a mutually agreed upon date. Grantors will split closing costs 50/50 with the  
39 Town of Blue River. Town of Blue River will be responsible for the cost of title insurance. In

1 connection with this Agreement, the Parties will execute a Purchase and Sale Agreement  
2 mutually agreeable to the Parties to facilitate the Grantors' sale of the Property to the Town of  
3 Blue River.

4  
5 4. The Town of Blue River agrees that if the Property is not open for open space or  
6 recreational purposes by the General Public for any reason, and if such closure is not cured  
7 within thirty (30) days after written notice thereof is given by either of the Grantors, or if such  
8 default shall be of the nature that it cannot be cured completely within such thirty (30) day period  
9 and the Town of Blue River has not promptly commenced work within such thirty (30) day  
10 period to cure the closure or has not thereafter proceeded with reasonable diligence and in good  
11 faith to remedy such closure, Grantors may remedy such closure by any means necessary or,  
12 alternatively, may demand that the Town of Blue River reimburse the Contribution to the  
13 Grantor. Such reimbursement shall include interest calculated at a rate equal to the overall  
14 percentage increase in the Denver Average Consumer Price Index, as determined by the United  
15 States Bureau of Labor Statistics, from the date of this Agreement to the date of default pursuant  
16 to this paragraph 4. In no event shall the refund be less than the amount of the Contribution.  
17 Refund shall be made by the Town of Blue River within thirty (30) days after a written request is  
18 made by either Grantor.

19  
20 5. In the event the Town of Blue River desires to sell the Property, or any portion  
21 thereof, the Town of Blue River shall first send a written offer to the Grantors (each an "Offer").  
22 The Offer shall state a specified price and all terms and conditions of the proposed sale. If the  
23 Grantors, either jointly or separately, desire to accept the subject Offer, then the Grantors shall,  
24 within 30 days from receipt thereof, send their acceptance in writing to the Town of Blue River.  
25 If the Grantors do not accept the subject Offer, then for a period of one year from the date of  
26 mailing of the subject Offer, the Town of Blue River shall be free to sell the Property, or any  
27 portion thereof, offered to the Grantor at a price not less than that contained in the subject Offer  
28 subject to the provisions of this Agreement.

29  
30 6. Subject to paragraph 5 above, in the event the Town of Blue River sells, trades or  
31 otherwise conveys the Property, or any portion thereof, to any other person or entity, a trail  
32 easement shall be recorded on the Property prior to conveyance. Said easement shall be a  
33 minimum of 20' from centerline of the Trail, as possible, granting non-motorized access to the  
34 General Public, to the satisfaction of the Grantors. The cost of the survey work for the easement  
35 will be incurred by the Town of Blue River.

36  
37 7. Subject to paragraph 5 above, in the event the Town of Blue River sells, trades or  
38 otherwise conveys the Property, or any portion thereof, to any other person or entity, and such  
39 person or entity agrees to continue to be bound by and to use the Property in accordance with  
40 Paragraph 2 above, then the Grantors understand that they will not be reimbursed any portion of  
41 the Contribution. Notwithstanding paragraph 6 above, if such person or entity does not agree to  
42 be bound by and to use the remainder of the Property as open space in accordance with  
43 Paragraph 2 above, then the Town of Blue River shall reimburse the Contribution to the Grantor,

1 together with interest calculated as provided in paragraph 4 above, within thirty (30) days after a  
2 written request for a refund is made by either Grantor.  
3

4 8. Subject to paragraph 5 above, in the event that the Town of Blue River sells,  
5 trades or otherwise conveys the Property, or any portion thereof, to another person or entity, and  
6 receives real property in exchange for the Property, the Grantors will not be limited in their use  
7 of any real property received in the trade by any language contained in this Agreement.  
8

9 9. This Agreement shall be binding upon and inure to the benefit of the Parties, their  
10 successors and assigns. No third party beneficiaries are created or intended to be created by this  
11 Agreement whatsoever.  
12

13 10. The County will cause an executed copy of this Agreement to be recorded in the  
14 Summit County Clerk and Recorder's Office.  
15

16 11. This Agreement may be modified or amended only by a duly authorized written  
17 instrument executed by the parties hereto.  
18

19 *[Signature Pages Follow]*  
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IN WITNESS WHEREFORE, this Agreement is entered into the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF  
SUMMIT COUNTY, COLORADO

\_\_\_\_\_  
Tamara Pogue, Chair

ATTEST:

\_\_\_\_\_  
Taryn Power, Clerk and Recorder

1 TOWN OF BLUE RIVER

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Nicholas Decicco, Mayor

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7 ATTEST:

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Michelle Eddy, Town Clerk

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1 TOWN OF BRECKENRIDGE

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Kelly Owens, Mayor

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8 ATTEST:

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Helen Cospolich, Town Clerk

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**EXHIBIT A**

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Lot 416, Coronet Subdivision – Blue River Estates, Inc., according to the plat filed July 27, 1965  
under Reception No. 102530, County of Summit, State of Colorado

**EXHIBIT B: USES PERMITTED**

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- Open Space
- Open Space Accessory Uses such as Trails, Signs, Trailheads, Trailhead Parking, Trail Portals
- Wildfire Mitigation and Forest Health Management
- Restoration & Stabilization of Historic Structures Existing On-Site
- Mine Reclamation and Clean-Up

**PURCHASE AND SALE AGREEMENT  
LOT 416, CORONET SUBDIVISION – OPEN SPACE PROPERTY**

**THIS PURCHASE AND SALE AGREEMENT (“Agreement”)**, dated \_\_\_\_\_, 2024, is by and between the Board of County Commissioners of Summit County, Colorado (the "County") and the Town of Breckenridge ("Breckenridge" or “Town of Breckenridge”), a municipal corporation of the state of Colorado, collectively “**Seller**” or “**Sellers**” and the Town of Blue River (“Blue River” or “Town of Blue River”, the “**Purchaser**”), a municipal corporation of the state of Colorado, referred to collectively as “**the Parties**”.

**RECITALS**

**WHEREAS**, the Sellers are the owners of the following real property:

Lot 416, The Coronet Subdivision – Blue River Estates, Inc., Town of Blue River, According to the plat recorded July 27, 1965 under Reception No. 102530, County of Summit, State of Colorado.

(the “**Property**”); and

**WHEREAS**, Purchaser desires to acquire the Property from Seller, and Seller agrees to sell the Property to Purchaser, all as more fully set forth hereafter, and;

**WHEREAS**, the parties have entered into an Intergovernmental Agreement concerning, among other things, the use and management of the Property as open space; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, an undivided 100% interest in the Property for the total purchase price of three hundred six thousand two hundred fifty dollars (\$306,250.00) (the “**Purchase Price**”). Upon payment of the Purchase Price at Closing, Seller shall provide Purchaser with a special warranty deed conveying an undivided 100% interest in the Property. The form of the deed shall be reasonably acceptable to Seller’s and Purchaser’s attorneys.
2. **Closing.** Closing shall occur on December 12, 2024 at the Breckenridge, Colorado office of Land Title Guarantee Company (“**LTGC**”), or at such other date and location as mutually agreed by the Parties.
3. **Condition of Property.** The Property shall be delivered in the condition existing as of the date of this Agreement and Seller makes no warranties regarding such condition.
4. **Title Insurance.** Purchaser shall obtain, at its cost, any title insurance insuring the real property interest to be acquired by Purchaser pursuant to this Agreement.

5. Severability. In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.
  
6. Subsequent Modification; Assignment. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties. This Agreement shall not be assignable by Purchaser without Seller's prior written consent.
  
7. Governmental Immunity Act. The Parties understand and agree that the Seller and the Purchaser are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or any other law, protection or limitation otherwise available to the parties and to their respective officers, agents, fiduciaries, representatives and employees.
  
8. Effective Date. This Agreement is effective the date first written above.

*[Signature Pages Follow]*

**SELLERS**

**Board of County Commissioners of Summit County, Colorado**

By: \_\_\_\_\_  
David Rossi, County Manager

STATE OF COLORADO    )  
  )  
County of Summit        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, David Rossi, as County Manager of Summit County, Colorado.

My commission expires \_\_\_\_\_, \_\_\_\_\_. Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



**PURCHASER: Town of Blue River, Colorado**

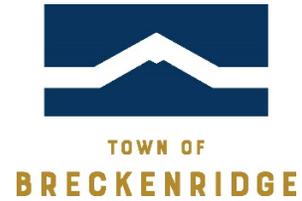
By: \_\_\_\_\_  
Michelle Eddy, Town Administrator

STATE OF COLORADO    )  
  ) ss.  
County of Summit        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Michelle Eddy as Town Administrator of the Town of Blue River, Colorado.

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_. Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



# Memo

To: Breckenridge Town Council Members  
From: Mark Truckey, Director of Community Development  
Date: November 20, 2024  
Subject: Planning Commission Decisions of the November 19, 2024 Meeting

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***DECISIONS FROM THE PLANNING COMMISSION MEETING, November 19, 2024:***

**CLASS A APPLICATIONS:** None.

**CLASS B APPLICATIONS:**

1. Copper Baron Condo Unit 2 Conversion to Employee Housing, 217 S. Ridge Street, PL-2024-0427: A proposal to convert a 1039 sq. ft. commercial office unit to a 2-bedroom, 2-bathroom residential employee housing unit, and install new windows in Unit 1 and Unit 2. This application is subject to a Development Agreement approved by the Town Council on September 10, 2024. *Approved, see second memo.*

2. Village at Breckenridge Plaza Large Vendor Cart Renewal, 655 S. Park Avenue, PL-2024-0459: A proposal to continue operation of a large vendor cart, Hungry Dog, on the Village at Breckenridge Plaza on the north side of the Antero Building. *Approved, see third memo.*

**CLASS C APPLICATIONS:** None.

**TOWN PROJECT HEARINGS:** None.

**OTHER:** None.

# Memo

To: Breckenridge Town Council  
From: Ellie Muncy, Planner I  
Date: November 20, 2024 (For November 26, 2024 Meeting)  
Subject: Copper Baron Condo Unit 2 Change of Use, 217 S. Ridge Street Unit 2;  
PL-2024-0427

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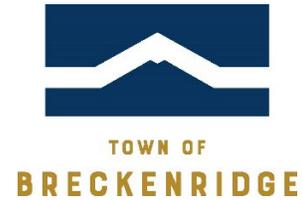
A Combined Hearing for Copper Baron Condo Unit 2 located at 217 S. Ridge St. was held by the Planning Commission on November 19, 2024. The application proposes to convert an existing commercial office unit to a 2-bedroom, 2-bath residential employee housing unit, and install new windows in Unit 1 and Unit 2 of the building. The change of use is pursuant to the development agreement previously approved by Town Council on September 10, 2024. The Commission approved the project with a note to correct a minor typo in the plans regarding the window replacement and otherwise had no concerns.

The Commission found the application complied with all Absolute Policies and assigned a total cumulative score of zero (0) points under the Relative Policies. The development permit was approved by a 7-0 vote of the Commission.

[Link to Copper Baron Staff Report.](#)

Staff will be available at the meeting to answer any questions.





# Memo

**To:** Town Council  
**From:** Clif Cross, Planner II  
**Date:** November 20, 2024 for meeting of November 26, 2024  
**Subject:** Village at Breckenridge Large Vendor Cart Renewal Class B Minor Planning Commission Approval Summary

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A Combined Hearing for the Village at Breckenridge Large Vendor Cart Renewal (Hungry Dog), located at 655 South Park Avenue, was held by the Planning Commission on November 19, 2024. The application proposes the renewal of the operation of a 98 sq. ft. large vendor cart on the Village at Breckenridge Plaza. The vendor cart has been operating during the winter season since 2021.

The Commission found the proposal complied with all Priority Design Standards and Absolute Policies, and assigned a total cumulative score of zero (0) points under the Relative Policies. The three-year development permit (the maximum permitted under the Code) was approved by a 7-0 vote of the Commission.

Staff will be available at the meeting to answer any questions.

[Link to the Planning Commission Packet](#)



Village at Breckenridge  
Large Vendor Cart  
Renewal, 655 S. Park  
Avenue

Copper Baron Unit 2 Condo  
Conversion to Employee  
Housing, 217 S. Ridge Street

# Breckenridge South

## PLANNING COMMISSION MEETING

The regular meeting was called to order at 5:30 pm by Chair Guerra.

### ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Matt Smith
Ethan Guerra	Elaine Gort	Susan Propper	

### APPROVAL OF MINUTES

The November 5, 2024 Planning Commission Minutes were approved with the following revision:

Mr. Giller: Revise to “check if LGA needs to be a licensed architect to work on a historic building.”

### APPROVAL OF AGENDA

With no changes, the November 19, 2024 Planning Commission Agenda was approved.

### PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- None.

### COMBINED HEARINGS:

1. Copper Baron Condo Unit 2 Conversion to Employee Housing (EM), 217 S. Ridge Street, PL-2024-0427

Ms. Muncy presented a proposal to convert a 1,039 sq. ft. commercial office unit to a 2-bedroom, 2-bath residential employee housing unit, and install new windows in Unit 1 and Unit 2.

#### *Commissioner Questions / Comments:*

Ms. Gort: Can you do a transfer of density into the Historic District because there is an agreement? (Ms. Muncy: Yes, the Development Agreement allows the restriction to be waived.) (Mr. Kulick: A Development Agreement can afford relief where otherwise something is an absolute policy, in exchange for a community benefit. In this case the benefit is that the applicant is deed-restricting the unit.)

Mr. Giller: What do the initials SDL stand for? (Ms. Muncy: Simulated divided lite.)

Mr. Leas: Was the deed restriction the only consideration that was considered? (Mr. Kulick: Yes, and also the Council considered that the square footage of the building is not changing in any way. It may be different if you are building new construction or adding a large addition.) Was there any financial consideration? (Ms. Muncy: Fees were waived, so the only fees remaining are water plant investment fees. There is precedent for this within the same Adams Ridge Subdivision, which was also converted from commercial to residential.) (Mr. Truckey: This deed restriction that includes workforce requirements differs from the previous conversion because it also has a 110% AMI rental cap.) Between the water fee and the cost of the renovation, the owner has considerable expense, after which they have a unit with a rental cap and deed restriction.

Craig Campbell, Applicant: I am a 25-year resident, and I will be occupying this property. This is the most reasonable approach I have to being able to live in Breckenridge, otherwise I may not be able to afford to live here anymore. The window changes are related to energy efficiency and making the unit airtight.

Mr. Giller: Can you confirm that the SDLs replicate a double-hung window? (Mr. Campbell: It's a two-inch bar, which is close to what the center sash line would be. From a distance it's

hard to tell the difference, when you walk to the window you can tell.) What about the casements on either side of the entry door? (Mr. Campbell: Those will be side-lites, very similar to what's there now.) (Mark Provino, Architect: We are not proposing changing the existing side-lites on the south elevation, we are going to replace them with the same and are not planning to simulate a double-hung.) If you make that correction to the plans, I'm happy.

Mr. Giller: I want some assurance that we're allowing casements here as it relates to the design standards in the historic district. (Mr. Kulick: The standards do not speak to the operation of windows. The casement windows are technically permitted, we rely on the visual style and proportions when we review the windows. In this case, there is an energy benefit, but more importantly we're looking at the character here, which is an existing non-conforming and non-historic building with a mix of window types. They're not really changing the proportions.)

Ms. Gort: When you open a casement window, it looks very different than a double-hung. Have you considered that?

Mr. Kulick: The handbook does not speak to the operation of the windows, it speaks to design and size. Staff tries to steer applicants toward more historically operable windows. In this case, the windows are not as visible, and staff is supportive of these windows as proposed.

Mr. Guerra asked for public comment. None was heard.

Mr. Leas: Nice project and floor plan.

Mr. Giller: Nice project. Clarify on the plans that the side-lites do not have SDLs.

Mr. Frechter made a motion to approve the Copper Baron Unit 2 Conversion to Employee Housing, seconded by Mr. Giller. The motion passed 7 to 0.

## 2. Village at Breckenridge Large Vendor Cart Renewal (CC), 655 S. Park Avenue, PL-2024-0459

Mr. Cross presented a proposal to renew the permit for the operation of a large vendor cart, known as the Hungry Dog, on the Village at Breckenridge Plaza on the north side of the Antero Building.

### *Commissioner Questions / Comments:*

Ms. Propper: Is this an existing vendor cart? The pictures showed a new one. (Mr. Cross: We used the same packet information provided in the original 2021 permit, so the images in the lower part are from before it was established. The Hungry Dog Cart also only operates in the winter. But it is existing.)

Mr. Guerra asked for public comment. None was heard.

Ms. Propper made a motion to approve the Village at Breckenridge Large Vendor Cart Renewal, seconded by Mr. Frechter. The motion passed 7 to 0.

## **OTHER MATTERS:**

### 1. Town Council Summary

Mr. Frechter: Council should make sure that RV access is possible with the changes to the McCain parking lot.

- Mr. Leas: How many letters have we sent out for lighting compliance and has staff gotten a lot of pushback? (Ms. Muncy: We have sent out about 1000 letters and responses have been a mix of people who are supportive and people who are confused or not supportive.) (Mr. Truckey: We're reminding people that the Code has been on the books since 2007 and we are trying to give heads up.) (Mr. Kulick: By and large, one of the concerns from Council from first adoption was to make sure that people got the full life out of their lights before they had to replace them.)
- Mr. Giller: Did you inspect at night or during the day? (Ms. Muncy: We surveyed during the day since the current main goal is to focus on bringing fixtures themselves into compliance.)
- Mr. Smith: Is there guidance on how to comply? (Ms. Muncy: Yes, via BreckDarkSky.com. And next Monday there is a dark sky film event.) Mr. Leas: Are Summit County parcels required to come into compliance? (Mr. Truckey: This only applies to properties within the Town.)
- Ms. Propper: What about the streetlights? (Ms. Muncy: They are being replaced as part of this project. There are some streetlights that are owned by Xcel, and the Town is working with Xcel on those lights.) Ms. Propper: Will these streetlights be providing the same level of safety? (Ms. Puester: Yes. The Town has been using the "new providence fixtures", which are dark sky compliant, for years.)

**ADJOURNMENT:**

The meeting was adjourned at 6:18 pm.

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Ethan Guerra, Chair



**TOWN OF BRECKENRIDGE**  
**TOWN COUNCIL**

*Only 2 Council Members at each meeting, a third just means it needs to be posted.*

*The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them.*

Date	Meeting	Location	Time
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**November 2024**

<b>Tuesday, Nov. 26th, 2024</b>	<b>Second Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>
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**December 2024**

Saturday, December 7th	Lighting of Breck and Race of the Santas	Main Street	3:00pm - 7:00pm
<b>Tuesday, Dec. 10th, 2024</b>	<b>First Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>
Wednesday, December 11th	Happy Hour with the Mayor	Golf Course Clubhouse	4:00pm - 5:00pm
Thursday, December 12th	ULLR Parade & Bonfire	Main Street	3:00pm - 7:00pm

**January 2025**

<b>Tuesday, Jan. 14th, 2025</b>	<b>First Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>
Jan. 20th - 29th, 2025	International Snow Sculpture Championships	Riverwalk Center	All Day
<b>Tuesday, Jan. 28th, 2025</b>	<b>Second Meeting of the Month</b>	<b>Council Chambers</b>	<b>3:00 pm / 7:00 pm</b>

**Other Meetings**

November 26th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
November 28th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
December 3rd, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
December 4th, 2024	Breckenridge Events Committee	Town Hall	9:00am
	I-70 Coalition	Keystone Policy Center	10:00am
	Childcare Advisory Committee	Town Hall	3:00pm
December 5th, 2024	NWCCOG Board Meeting	Silverthorne Office	10:00am
December 10th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
December 12th, 2024	Upper Blue Sanitation District	Administrative Office	5:30pm
December 16th, 2024	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
December 17th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
December 19th, 2024	Breck Create	South Branch Library	3:30pm
December 24th, 2024	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm



**TOWN OF BRECKENRIDGE**  
**TOWN COUNCIL**

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<b>Date</b>	<b>Meeting</b>	<b>Location</b>	<b>Time</b>
December 26th, 2024	Summit Stage Transit Board Meeting	Senior Center	8:15am
	Breckenridge Tourism Office Board Meeting	BTO Office	8:30am
	RW&B Board Meeting	Main Street Station	3:00pm
January 1st, 2025	Police Advisory Committee	PD Training Room	7:30am
	Breckenridge Events Committee	Town Hall	9:30am
	Childcare Advisory Committee	Town Hall	10:00am
January 7th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
January 8th, 2025	Breckenridge History	Town Hall	Noon
January 9th, 2025	I-70 Coalition	Keystone Policy Center	11:30am
	Upper Blue Sanitation District	Administrative Office	5:30pm
January 14th, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am / 1:30pm
	Workforce Housing Committee	Town Hall	10:30am
January 21st, 2025	Board of County Commissioners Meeting	County Courthouse	9:00am
	Liquor & Marijuana Licensing Authority	Town Hall	9:00am
	Planning Commission Meeting	Town Hall	5:30pm
January 27th, 2025	Social Equity Advisory Commission	Town Hall	7:30am
	Summit Combined Housing Authority	Virtual	1:00pm
	Open Space & Trails Meeting	Town Hall	5:30pm
TBD	Tourism Overlay District Advisory Committee Mtg		10:30am
	Transit Advisory Council Meeting		8:00am
	Water Task Force Meeting		9:30am
	QQ - Quality and Quantity - Water District	Hybrid	10:00am