

**RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO
AUTHORIZING THE TOWN ATTORNEY TO NEGOTIATE THE PURCHASE OF AND, IF
NECESSARY, CONDEMN AN EASEMENT ON TRACT OS-3CRR FOR THE PURPOSE OF HOSTING
THE SUNSET MUSIC SERIES**

RESOLUTION NO. 2025-0313-02

WHEREAS, the Town of Mountain Village, Colorado (the “Town”) possesses the power of eminent domain pursuant to Article XX, §§ 1 and 6 of the Colorado Constitution, Section 11.1 of the Town of Mountain Village Home Rule Charter, C.R.S. §38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*; and

WHEREAS, pursuant to C.R.S. § 38-6-101, so long as it serves a public purpose, the Town may condemn private property to build, acquire, construct, or establish any public building or any other public work or improvement; and

WHEREAS, TSG Ski & Golf LLC (“TSG”) is the owner of certain real property in San Miguel County known as Tract OS-3CRR, Assessor Parcel No. 477903116067, and commonly known as Sunset Plaza, 117 Lost Creek Lane, Mountain Village, Colorado (the “Property”); and

WHEREAS, since 1999, concert promoters have hosted the Sunset Music Series at Sunset Plaza, which typically runs from June to August each year and consists of free concerts open to the public and more than 10 vendors; and

WHEREAS, attendance at the Sunset Music Series typically ranges from 1,100 to 1,600 attendees, and due to the success of the series, the concert promoters have decided to extend the 2025 installment by an additional three weeks, or three concerts; and

WHEREAS, the Sunset Music Series is supported by the Town Council as an important benefit for the Mountain Village community, visitors, and local businesses that seeks to promote vibrancy and economic vitality within the Town, offering the public opportunities to come together to enjoy each other’s company, music, and dancing in a convenient and scenic location at no cost to the attendees; and

WHEREAS, TSG has failed or refused to sign an agreement to allow for the continued use of the Property for the Sunset Music Series; and

WHEREAS, the Town Council finds and determines it is necessary and in the public interest for the Town to acquire a non-exclusive easement on the Property (“Easement”) for the hosting of and public gathering at the Sunset Music Series to allow the long-standing tradition to continue; and

WHEREAS, acquiring the Easement serves a public purpose and public use and benefits the residents of the Town and the general public; and

WHEREAS, the Easement is necessary for the continuation of the Sunset Music Series, and in order to schedule concert performers for the 2025 summer season, there is an immediate need to take possession of the same; and

WHEREAS, the Town has complied and intends to continue to comply with all applicable provisions of C.R.S. §§ 38-1-101, *et seq.*, including, but not limited to, the notice and good faith negotiation requirements and provisions thereof.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

Section 1. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. The term “Easement” means a temporary right to hold and conduct the Sunset Music Series in substantially the same manner and location as it has historically occurred on the real property described in attached Exhibit A, including the right to erect, maintain, use, operate, and take down a stage, lighting, sound equipment, and other reasonably necessary temporary structures and equipment, to host members of the public to attend the concerts, to host vendors during the concerts, and to engage in such other activities as reasonably necessary for such purposes. The Easement will be non-exclusive, and its duration will be for those limited periods during the months of June through September for a term not to exceed 10 years as deemed necessary by Town Staff in consultation with the concert operators and promoters.

Section 3. The Town Council hereby finds that the acquisition of the Easement will serve a proper, public, and municipal purpose and use, and that such acquisition is necessary and essential to this public purpose and use. The Town Council hereby declares its intent to acquire the Easement for the purposes stated herein.

Section 4. The Town Manager, in consultation with the Town Attorney, is directed to provide notice of the Town’s intent to acquire the Easement to TSG, and thereafter to conduct good faith negotiations with TSG for the acquisition of the property rights sought. The Town Attorney and Town Manager are authorized to retain such third-party consultants, including appraisers, as they determine are necessary for such negotiations. The Town Manager and Town Attorney are authorized to make offers for all or portions of the Easement based upon the appraisal or fair market valuation of the same and are further authorized to execute agreements for the acquisition of all or portions of the Easement.

Section 5. If, after making a good faith offer to acquire the Easement, the Town is unable to acquire the necessary property rights by negotiation and/or voluntary purchase, the Town Attorney is hereby authorized to institute and prosecute eminent domain proceedings in the name of the Town and including all parties having an interest in the Property so as to acquire the Easement by condemnation. In the prosecution of any eminent domain actions to acquire the Easement, the Town shall have and retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Mountain Village Home Rule Charter, and C.R.S. §§ 38-1-101, *et seq.*, and C.R.S. §§ 38-6-101, *et seq.*

Section 6. The Town Manager, in consultation with the Town Attorney, is authorized to seek and to take immediate possession of the Easement as may be necessary for the 2025 Sunset Music Series, and to make such deposits or other payments as may be necessary in connection therewith. If eminent domain proceedings are instituted, the Town Attorney and Town Manager are authorized to retain such expert witnesses, including appraisers, as they determine are necessary for the condemnation proceedings.

Section 7. The Town Manager, in consultation with the Town Attorney, is hereby specifically authorized to make such reasonable or necessary amendments and corrections to the terms and/or legal descriptions of the Easement to be acquired, including authorization to include such additional or other property rights necessary or desirable to accomplish the public purposes described herein.

Section 8. The Town Council hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Mountain Village, that it is adopted for the health, safety, and welfare of the public, and that this Resolution is necessary to further a valid public use and purpose, for the preservation of health and safety, and for the protection of public convenience and welfare. The Town Council further determines that the Resolution bears a rational relation to the proper legislative object sought to be obtained.

Section 9. If any clause, sentence, paragraph, or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 10. This Resolution shall be in full force and effect upon its passage and adoption.


ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a duly noticed public meeting held on the 13th day of March, 2025.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: 


Martinique Prohaska, Mayor

ATTEST:



Susan Johnston, Town Clerk

APPROVED AS TO FORM:



David McConaughy, Town Attorney

Exhibit A

A portion of Tract OS-3CRR, Town of Mountain Village according to the plat of Lot 38-50-51R, Tract OS-3CRR and Tract OS-3XRR, recorded February 11th, 2009 with the San Miguel County Clerk and Recorder in Plat Book 1, at page 4061, San Miguel County, State of Colorado further described as follows;

Beginning at a point on the most eastern angle point on the boundary of said Tract OS-3CRR, being the POINT OF BEGINNING;

Thence southerly and westerly along the boundary of said Tract OS-3CRR the following twenty (20) courses;

1. Thence, S 13° 30' 33" W for a distance of 95.44 feet to an angle point,
2. Thence, S 76° 07' 11" W for a distance of 9.11 feet to an angle point,
3. Thence, S 58° 11' 28" W for a distance of 19.30 feet to an angle point,
4. Thence, S 43° 27' 00" W for a distance of 5.34 feet to an angle point,
5. Thence, S 37° 50' 51" W for a distance of 16.08 feet to an angle point,
6. Thence, S 16° 40' 15" W for a distance of 9.42 feet to an angle point,
7. Thence, N 75° 54' 36" W for a distance of 8.89 feet to an angle point,
8. Thence, S 54° 39' 38" W for a distance of 23.71 feet to an angle point,
9. Thence, N 81° 01' 38" W for a distance of 19.11 feet to an angle point,
10. Thence, S 53° 02' 00" W for a distance of 5.01 feet to an angle point,
11. Thence, N 38° 09' 38" W for a distance of 14.46 feet to an angle point,
12. Thence, N 80° 56' 10" W for a distance of 21.17 feet to an angle point,
13. Thence, S 54° 13' 40" W for a distance of 15.93 feet to an angle point,
14. Thence, N 34° 27' 38" W for a distance of 12.85 feet to an angle point,
15. Thence, N 11° 37' 09" W for a distance of 21.37 feet to an angle point,
16. Thence, N 56° 20' 24" W for a distance of 26.40 feet to an angle point,
17. Thence, S 54° 22' 45" W for a distance of 10.48 feet to an angle point,
18. Thence, N 36° 39' 31" W for a distance of 1.32 feet to an angle point,
19. Thence, S 54° 11' 27" W for a distance of 14.96 feet to an angle point,
20. Thence, N 35° 27' 24" W for a distance of 23.94 feet to an angle point,

Thence, departing the boundary of said Tract OS-3CRR, N 21° 21' 26" E for a distance of 73.91 feet to an angle point,

Thence, N 62° 20' 02" W for a distance of 33.05 feet to an angle point,

Thence, N 69° 05' 18" W for a distance of 65.91 feet to the western boundary of said Tract OS-3CRR,

Thence, N 09° 30' 00" E for a distance of 8.16 feet along the western boundary of said Tract OS-3CRR,

Thence, departing the western boundary of said Tract OS-3CRR, S 69° 05' 18" E for a distance of 65.12 feet to an angle point,

Thence, N 04° 10' 38" E for a distance of 38.78 feet to an angle point,

Thence, N 22° 15' 14" E for a distance of 45.45 feet to the northern boundary of said Tract OS-3CRR,

Thence, S 65° 00' 00" E for a distance of 8.01 feet along the northern boundary of said Tract OS-3CRR,,

Thence, departing the northern boundary of said Tract OS-3CRR, S 22° 15' 14" W for a distance of 43.79 feet to an angle point,

Thence, S 04° 10' 38" W for a distance of 11.47 feet to an angle point,

Thence, S 67° 19' 44" E for a distance of 55.30 feet to an angle point,

Thence, S 61° 23' 46" E for a distance of 29.94 feet to an angle point,

Thence, S 57° 07' 51" E for a distance of 21.21 feet to an angle point,

Thence, S 66° 08' 44" E for a distance of 12.35 feet to an angle point,

Thence, N 83° 39' 42" E for a distance of 13.77 feet to an angle point,

Thence, N 53° 28' 43" E for a distance of 7.30 feet to an angle point,

Thence, S 84° 19' 20" E for a distance of 39.52 feet to an angle point,

Thence, N 71° 46' 44" E for a distance of 55.61 feet to the POINT OF BEGINNING ,

Containing 24651 sq.ft., more or less

Town of Mountain Village,

County of San Miguel,

State of Colorado