

**INTERNAL ROAD REGULATIONS
FOR
RED SKY RANCH**

Adopted by the Board
HOLLAND CREEK METROPOLITAN DISTRICT
May 3, 2010

TABLE OF CONTENTS

ARTICLE I. GENERAL..... 1

 1.1 DISTRICT AUTHORITY AND PURPOSE 1

 1.2 SCOPE 1

 1.3 BOARD AUTHORITY 2

 1.4 APPLICABLE LAWS AND REGULATIONS 2

 1.5 SAVINGS CLAUSE 2

 1.6 ADDITIONAL INFORMATION 2

ARTICLE II. ENFORCEMENT 2

 2.1 ENFORCEMENT 2

 2.2 OPERATIONS MANAGER 2

ARTICLE III. AUTHORIZED ACCESS 2

 3.1 LIMITED ACCESS 2

 3.2 AUTHORIZED VEHICLES 3

 3.3 AUTHORIZED VEHICLES REQUIRING ACCESS PASSES 3

 3.4 ACCESS PASSES/FEES 3

 3.5 ISSUANCE OF ACCESS PASSES 4

 3.6 TIME RESTRICTIONS 4

 3.7 ACCESS PASSES NONTRANSFERABLE 4

ARTICLE IV. MOVING AND PARKING REGULATIONS 4

 4.1 SPEED REGULATIONS 4

 4.2 CARELESS DRIVING 4

 4.3 PASSING, OVERTAKING A VEHICLE ON THE LEFT 4

 4.4 PARKING 4

 4.5 OBEDIENCE TO SIGNAGE AND DEVICES 5

 4.6 PEDESTRIAN RIGHTS 5

 4.7 OBEDIENCE TO AUTHORIZED PERSONNEL 5

 4.8 OFF-ROAD DRIVING 5

ARTICLE V. CONSTRUCTION ACTIVITY 5

 5.1 GENERAL PROVISIONS 5

 5.2 CONSTRUCTION WITHIN PUBLIC RIGHT OF WAY 5

 5.3 DELIVERIES PARKING 6

 5.4 SNOW REMOVAL FROM SITE 6

 5.5 CERTIFICATES OF COMPLIANCE REQUIRED 6

ARTICLE VI. PENALTIES..... 6

 6.1 PENALTIES 6

 6.2 FEES AND COSTS 7

EXHIBITS

- EXHIBIT A: INTERNAL ROADS**
- EXHIBIT B: CONSTRUCTION ACTIVITIES AND COMPLIANCE DEPOSIT
REGULATION**
- EXHIBIT C: CONSTRUCTION WITHIN PUBLIC RIGHT OF WAY RESOLUTION**

ARTICLE I: GENERAL

1.1 DISTRICT AUTHORITY AND PURPOSE. The Holland Creek Metropolitan District ("Holland Creek") and the Red Sky Ranch Metropolitan District (the "Red Sky Ranch District") (together, the "Districts"), each are Colorado special districts organized and operating pursuant to Title 32 of the Colorado Revised Statutes under an Amended and Consolidated Service Plan dated October 26, 2001 ("Service Plan"). The purpose of the Districts is to provide, construct, finance, operate and maintain certain public improvements for the development referred to as Red Sky Ranch ("Red Sky Ranch"). Pursuant to the Service Plan and that certain "District Facilities Construction and Services Agreement" by and between Holland Creek and Red Sky Ranch Metropolitan District dated as of June 8, 2001, and that certain "First Amendment," dated as of May 3, 2010 (collectively, the "Master IGA"), Holland Creek is responsible for managing the construction and operation of facilities and improvements for the Red Sky Ranch development, including, without limitation, water, streets, traffic and safety controls, fire protection and emergency medical services, television relay and translator facilities and services, transportation, parks and recreation, sanitation, mosquito and pest control and other powers (collectively the "Public Facilities and Services"). Under the Master IGA, and additionally pursuant to § 32-1-1001(1)(m), C.R.S, and the Conveyance of Roadway Easement and Grant of Option between Holland Creek and Vail Corporation dated July 31, 2001, as amended from time to time (the "Easement"), the Board of Directors of Holland Creek (the "Board") has the exclusive power to adopt rules and regulations concerning the Public Facilities and Services.

1.2 SCOPE. These Internal Road Regulations for Red Sky Ranch (the "Regulations") shall govern the use of the internal road system within Red Sky Ranch, together will all pedestrian ways, sidewalks, bridges, traffic safety control devices and signage, storm drain facilities, curbs, gutters, gatehouse and other access gates, and all other necessary rights of way and appurtenances thereto as listed on Exhibit A (collectively, the "Internal Roads"). These Regulations shall be construed liberally in order to best carry out the purposes of Holland Creek and the determinations and intent of the Board in furtherance of the public health, safety and welfare of the inhabitants and property owners within the Districts or their service areas, as well as all users of the Internal Roads, including without limitation, any person who may be granted access rights to the Internal Roads by Holland Creek. The Board shall have sole discretion in interpreting and applying the Regulations and may modify or amend such Regulations as it deems appropriate. No portion of these Regulations shall be construed as a waiver of any grant of power, duty or responsibility, or a limitation or restriction upon the powers of the Board by virtue of statutes now existing or subsequently amended, or under any contract, agreement, easement, license or other instrument existing between the one or both of the Districts and any other entity. In accordance with the Master IGA, these Rules and Regulations shall be the exclusive regulatory measure with respect to the Internal Roads, and shall supersede and control any other rule, regulation or policy adopted by the Red Sky Ranch District or the Design Review Board appointed by the Red Sky Ranch Association, unless except to the extent a waiver is approved by the Board of Holland Creek. Adoption of these Regulations and use of the Internal Roads is subject to the rights granted Holland Creek in the Easement, which is non-exclusive.

1.3 **BOARD AUTHORITY.** Holland Creek may amend these Regulations, as it deems necessary in its sole discretion. Any forms, applications, guidelines, policies, permits or other documents necessary to carry out these Regulations consistent with the provisions herein ("Forms"), may be provided or amended by the Operations Manager (defined below) without Board action; however the Board shall have discretion to review, amend, adopt, and revise all Forms or other policies of Holland Creek promulgated hereunder.

1.4 **APPLICABLE LAWS AND REGULATIONS.** Nothing herein provided shall be deemed to relieve any Person from compliance with any laws, applicable building codes or requirements or other regulations of Eagle County or any other state or local jurisdiction, or any covenants and guidelines applicable to Red Sky Ranch.

1.5 **SAVINGS CLAUSE.** By virtue of the effect and operation of the Master IGA, and adoption of these Regulations at a joint meeting of the Boards of Directors of the Districts, Red Sky Ranch Metropolitan District has acknowledged and consented to the provisions herein, and to any subsequent modifications, deletions, or additions hereto made by the Board of Holland Creek.

1.6 **ADDITIONAL INFORMATION.** For more information regarding the Districts, contact Kenneth J. Marchetti, District Manager, 28 Second Street, Suite 213, Edwards, Colorado, 81632; telephone: (970) 926-6060; facsimile: (970) 926-6040.

ARTICLE II: ENFORCEMENT

2.1 **ENFORCEMENT.** Holland Creek may determine to enforce these Regulations by the appointment or engagement of a designated agent or employee (the "Operations Manager"). In such event, the Operations Manager shall enforce these Regulations in a manner which s/he deems most efficient, exercising his/her discretion, subject to the overall direction and control of the Board. Generally, the exercise of this enforcement power shall be in accordance with Section 2.2, below, and as specifically provided in other provisions of these Regulations. The Operations Manager may deviate from the general enforcement procedure if s/he determines it necessary to most effectively and efficiently carry out the purpose and scope of these Regulations.

2.2 **OPERATIONS MANAGER.** Generally, the Operations Manager shall be the enforcement authority regarding all matters and activities occurring within the Internal Roads and rights-of-way and all other activities of the Districts related to the Internal Roads or otherwise within the scope of these Regulations. The Operations Manager shall serve at the sole discretion of Holland Creek and shall report to the Board. The Operations Manager shall provide Holland Creek with reports of enforcement activities upon request.

ARTICLE III: AUTHORIZED ACCESS

3.1 **LIMITED ACCESS.** The Internal Roads are limited access roads. Access shall be limited to authorized vehicles only. Authorized vehicles shall include all properly licensed cars, trucks, vans, automobiles, motorcycles, motor scooters, mopeds, golf carts, golf course

maintenance equipment or other motorized device for propelling itself and/or an operator; except that snowmobiles are expressly prohibited from operating on the Internal Roads at all times.

3.2 AUTHORIZED VEHICLES. The following authorized vehicles shall be permitted to use the Internal Roads and shall not require an Access Pass as a condition to the use thereof, except as otherwise provided further in this Section 3.2:

- a. Officially marked ambulances, fire protection, law enforcement, utility company and government vehicles;
- b. Officially marked District vehicles;
- c. Vehicles of owners of lots, guests of owners of lots, members of the Red Sky Ranch Golf Club (the "Club"), guests of Club members, visitors to the Club and/or its amenities, and employees or management personnel of the Club;
- d. Owners of properties adjacent to Red Sky Ranch that have entered into a service or use agreement with Holland Creek providing for access; or
- e. Vehicles that have authorization from the Operations Manager or the Board.

Notwithstanding the foregoing, an Access Pass issued in accordance with Section 3.4 may be required for otherwise exempt vehicles if, in the discretion of the Operations Manager or the Board, such requirement would serve a public use and facilitate enforcement of these Rules and Regulations.

3.3 AUTHORIZED VEHICLES REQUIRING ACCESS PASSES. All vehicles not otherwise exempt under Section 3.2 hereof shall require an Access Pass as a condition to traveling on the Internal Roads.

3.4 ACCESS PASSES/FEEES. If required, Access Passes shall be issued at the direction of the Operations Manager. A valid Access Pass shall take the form of a hang tag, bar code, written authorization provided by the Operations Manager, or any other form authorized by the Operations Manger or the Board. The Operations Manager may require the holder of an Access Pass to pay a fee for issuance, re-issuance, renewal, or replacement of the Access Pass. The Operations Manager shall implement a fee schedule for each type of Access Pass and shall establish a policy for determining the eligibility of each potential Pass holder, including provisions for the revocation and/or reinstatement of revoked Access Passes, and the procedures for obtaining an Access Pass. The fee schedule may include fees for issuance, re-issuance, renewal or replacement of the Access Pass. The fee schedule and eligibility policies shall be subject to the approval of the Board. The Operations Manager shall have discretionary authority to waive the issuance of an Access Pass, or modify any procedures or fees related to the issuance of an Access Pass as discussed in this Article, subject to the overall authority of the Board with respect to such matters.

3.5 ISSUANCE OF ACCESS PASSES. An Access Pass may be obtained from the Operations Manager at the Red Sky Ranch Security Gate or by calling 970-754-8386. If the Operations Manager is not available at the time a request for an Access Pass is made, Holland Creek or an authorized employee or agent of Holland Creek designated by the Operations Manager or authorized by the Board may issue an Access Pass.

3.6 TIME RESTRICTIONS. The Operations Manager shall establish time restrictions applicable to Access Passes issued hereunder, subject to the overall authority of the Board.

3.7 ACCESS PASSES NONTRANSFERABLE. Each Access Pass is issued individually and shall be nontransferable.

ARTICLE IV: MOVING AND PARKING REGULATIONS

4.1 SPEED REGULATIONS. No person shall drive a vehicle on the Internal Roads within Red Sky Ranch at a speed greater than: a) posted limits or limits specified in these Regulations or b) at a lesser speed if reasonable and prudent under the conditions existing. Except when a special condition, hazard or signs exist that require lower speed, the following speeds shall be enforced, unless otherwise posted by Holland Creek:

1. 25 miles per hour on Red Sky Road;
2. 20 miles per hour on other Internal Roads in residential areas; and
3. 20 miles per hour on Internal Roads in non-residential areas

4.2 CARELESS DRIVING. Any person who drives any vehicle anywhere within Red Sky Ranch in a careless or imprudent manner, without due regard for the width, grade, curves, corner, traffic, road or weather conditions, and use of the Internal Roads or in any manner to indicate reckless, willful or wanton disregard for the safety of person or property is in violation of careless driving.

4.3 PASSING, OVERTAKING A VEHICLE ON THE LEFT. No vehicle shall be driven to the left side of the center of any Internal Roads in Red Sky Ranch for the purpose of overtaking and passing another vehicle proceeding in the same direction. Slow moving vehicles shall pull over as far as possible to the right side of the road, when safely possible, to allow other vehicles to pass in a safe manner. In no event may vehicles cross a double yellow line.

4.4 PARKING. No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or when in compliance with the directions of the Operations Manager, in any of the following areas:

1. On any Internal Roads or shoulder or in any District right-of-way in Red Sky Ranch.
2. In any designated bus, District or other public transportation parking areas.

3. In any other location if the parked vehicle interferes with the normal, safe flow of traffic on the Internal Roads or otherwise violates these Regulations.

Any Internal Roads in Red Sky Ranch that are snow emergency routes are required to be plowed, sanded and swept in an expeditious manner. No vehicle shall be parked anywhere within Red Sky Ranch that interferes with or impedes the snow plowing or street sweeping activities of Holland Creek. Copies of the full snow plowing and street sweeping policies may be obtained from Holland Creek at the address and telephone number referenced in Section 1.6 of these Regulations.

4.5 OBEDIENCE TO SIGNAGE AND DEVICES. No operator of a vehicle shall disobey or interfere with instructions of any signage or traffic control device within Red Sky Ranch.

4.6 PEDESTRIAN RIGHTS. When traffic control devices are not in place or not in operation, the driver of a vehicle shall yield to pedestrians by slowing down or stopping as required by State law.

4.7 OBEDIENCE TO AUTHORIZED PERSONNEL. No person shall willfully fail or refuse to comply with any lawful order or direction of the Operations Manager or any authorized District representative in connection with control or regulation of traffic as provided in these Regulations.

4.8 OFF-ROAD DRIVING. No off road driving is allowed within Red Sky Ranch under any circumstances.

ARTICLE V: CONSTRUCTION ACTIVITY

5.1 GENERAL PROVISIONS. Prior to any construction activity occurring within Holland Creek that will require use of any Internal Roads the Contractor and/or Owner must be in compliance with all pre-construction requirements contained within the Construction Activities and Compliance Deposit Regulation (the "Design Guidelines"), attached hereto as Exhibit B, and coordinate all activity with the Operations Manager prior to commencement of construction. An Owner shall be responsible for the repair of any damage to roads within Red Sky Ranch caused by construction activities being conducted for the benefit of such Owner, and for keeping all such roads free and clear of all materials rubbish and debris resulting from such Owner's construction activity.

5.2 CONSTRUCTION WITHIN PUBLIC RIGHT OF WAY. Any Contractor engaged in construction activity within Holland Creek shall comply with the rules, regulations and engineering standards put forth in the Construction within Public Right of Way Resolution (the "Construction Resolution") adopted by Holland Creek on October 5, 2009 and attached hereto as Exhibit C, as it may be amended from time to time. Additionally, all activity must be coordinated with the Operations Manager prior to commencement of construction.

5.3 DELIVERIES PARKING. All construction-related deliveries, lay down of construction materials, and parking on any Internal Roads must comply with these regulations and all regulations approved by the Operations Manager and/or the Board in connection with the construction-related approvals required separately from the Design Review Board under the Red Sky Ranch Design Guidelines, (the "Design Guidelines"), and additionally must comply with the terms of any permits issued by Holland Creek or Eagle County (the "County"). Construction-related parking must not interfere with vehicle traffic or the District's ability to perform necessary road maintenance functions (e.g. repairs/maintenance, including but not limited to paving, overlays, shoulder and storm drain, work road striping) and snow plowing. Additional construction parking requirements may be established by the Design Guidelines (as approved by the Operations Manager and/or the Board). All portable toilets may only be used during approved construction periods and in accordance with any permit for construction.

5.4 SNOW REMOVAL FROM SITE. The Contractor assumes all responsibility for plowing and removal of snow from the construction site. Such snow removal must not interfere with the District's snow plowing operations, adjacent properties or the smooth, safe flow of traffic on Internal Roads in Holland Creek. Snow may not be pushed onto or into the Internal Roads, or pushed onto or into or stored in Holland Creek's dedicated right-of-way or easements without specific written permission of Holland Creek prior to the commencement of any snow plowing activities, except in the case of emergency.

5.5 CERTIFICATES OF COMPLIANCE REQUIRED. An Owner may not occupy or otherwise use any improvement constructed pursuant to the Design Guidelines until it has received a "Certificate of Compliance" from Holland Creek (or a temporary certificate subject to such conditions as Holland Creek may require).

ARTICLE VI: PENALTIES

6.1 PENALTIES. The Operations Manager shall take such actions as are necessary to enforce these Regulations, and otherwise as may be directed by the Board. Any violator of these Regulations shall be cited by the Operations Manager and shall be subject to one or more of the following penalties at the discretion of the Board:

- a. Fines up to –
 - \$50.00 for the first violation
 - \$100.00 for the second violation
 - \$200.00 for all subsequent violations

* All subsequent violations within a calendar year period.

- b. Wheel immobilization or towing of a vehicle in violation of parking restrictions posted within Holland Creek or those parking regulations outlined in Section 4.4 of these Regulations. The operator of the impermissibly parked vehicle shall be responsible for paying all costs associated with wheel immobilization or towing the vehicle. Additionally, the

Operations Manger shall have the authority to impose fines against the impermissibly parked vehicle as follows:

Wheel Immobilization	\$50.00 per occurrence
Towing of Vehicle	First Offense \$50.00
	Second Offense \$100.00
	Third and Subsequent Offenses* \$200.00

* All subsequent offense within a calendar year period.

c. Permanent or temporary restrictions on or revocation of any present or future Access Passes. Any violator found using the Internal Roads or appurtenant sidewalks or pathways during a period of denied or restricted access and use shall be subject to prosecution for trespass.

6.2 FEES AND COSTS. In addition to the fines and other penalties set forth herein, any violator of these Regulations shall be responsible for the costs of enforcement hereof, including but not limited to administrative fees and costs, legal fees, and any other cost or charge incurred by Holland Creek in the enforcement hereof.

Approved and adopted on May 3, 2010.

HOLLAND CREEK METROPOLITAN
DISTRICT

By: William M. Kennedy
President

ATTEST

By: William Smith
Secretary

EXHIBIT A

INTERNAL ROADS

All roadways and roadway improvements together with all necessary rights of way and appurtenances in the following Tracts in Red Sky Ranch, Eagle County, Colorado:

Tracts: A, B, C, E, F, and J through U, inclusive and V, Y, and Z. As well as, the Access Easement to Lots 21, 22, and 23.

EXHIBIT B

CONSTRUCTION ACTIVITIES AND COMPLIANCE DEPOSIT REGULATION

**CONSTRUCTION ACTIVITIES
AND COMPLIANCE DEPOSIT REGULATION**

Section 1. Title

This regulation shall be known as the "Construction Activities and Compliance Deposit Regulation."

Section 2. Purpose

The purpose of this regulation is to regulate Construction Activity (as such term is defined below) within Red Sky Ranch to minimize the impacts of Construction Activity on Guests and Owners. The Red Sky Ranch Design Review Board (DRB) has the power to amend this Regulation from time to time, without notice.

Section 3. Definitions

Unless otherwise stated, all capitalized terms used herein shall have the meanings given to them in the General Declaration of Covenants, Conditions and Restrictions for Red Sky Ranch, Eagle County, Colorado, as recorded with the Clerk and Recorder of Eagle County, Colorado, on August 1, 2001, reception #763574, as amended from time to time (the "Declaration"). In addition, as used in this Regulation, the following terms shall have the following meanings:

- 3.00 "Association" means the Red Sky Ranch Association.
- 3.01 "Compliance Deposit" means the deposit that an Owner is required to deliver to the DRB prior to commencing a Construction Activity.
- 3.02 "Construction Site" means a Site upon which Construction Activity takes place.
- 3.03 "Construction Activity" means any site disturbance, construction, addition or alteration of any building, landscaping or any other improvement on any Site.
- 3.04 "Construction Vehicle" means any car, truck, tractor, trailer or other vehicle used to perform any part of a Construction Activity or to transport equipment, supplies or workers to a Construction Site.
- 3.05 "District" means the Holland Creek Metropolitan District.
- 3.06 "DRB" means the Design Review Board as appointed by the Board of Directors of Red Sky Ranch Association.

3.07 "Owner Representative" means any contractor, subcontractor, agent or employee hired or engaged by an Owner in connection with any Construction Activity.

3.08 "Regulation" means this Construction Activities and Compliance Deposit Regulation.

3.09 "Substantially Complete" means that stage of a Construction Activity at which the work is sufficiently complete so as to allow the owner to legally occupy or utilize the work for its intended use. Legal occupation or utilization means that the Owner has obtained a temporary certificate of compliance from the DRB and a temporary certificate of occupancy from Eagle County. Notwithstanding any other provision hereof, a Construction Activity shall not be deemed to be Substantially Complete until all exterior finish work and landscaping work has been completed.

3.10 "Temporary Structure" shall mean any structure erected or otherwise installed as a job office or for the purpose of storing materials in connection with a Construction Activity.

Section 4. Construction Process, Approvals and Inspections

4.01 Construction Process. Construction shall not begin until final plan approvals have been issued by the DRB, the District (including the issuance of Access Passes, as required by District road regulations, have been obtained and a building permit has been obtained from Eagle County. Owners and their Owner Representatives shall arrange a preplanning meeting with DRB staff to educate themselves about the Red Sky Ranch design review and development process and the DRB's concerns with respect to particular Sites. To assist Owners and their Owner Representatives in educating themselves about Red Sky Ranch design review and development process, please refer to the following information in the Design Guidelines for Red Sky Ranch and information available from the DRB office:

- (a) "Sources for Information Regarding Construction in Red Sky Ranch" available from the DRB office.
- (b) Design Review Procedures - Chapter 5 of these Design Guidelines.
- (c) Design Review Board Plan Check Summary Checklists - Appendix F of this document.

4.02 Preconstruction Requirements No Owner or Owner Representative shall commence any Construction Activity until it has satisfied all preconstruction requirements set forth in this Section 4.02.

(a) To initiate the formal design review process, the Owner of a Site shall Submit sketch plans to the DRB for its review and approval. If the DRB rejects the sketch plans, the Owner shall make such design changes as the DRB shall require and resubmit the sketch plans to the DRB. If the DRB approves the sketch plans, the Owner shall proceed as described in sub-paragraph 4.02(b).

(b) After obtaining the DRB's approval of its sketch plans, the Owner shall prepare final plans and submit the same to the DRB for its review and approval. If the DRB rejects the final plans, the Owner shall make such design changes as the DRB shall require and resubmit the final plans to the DRB. If the DRB approves the final plans, the Owner shall proceed as described in sub-paragraph 4.02 (c) below.

(c) After obtaining the DRB's approval of its final plans, the Owner shall

- (i) prepare and submit the following documents:

(A) Final Working Drawings

(B) Initial Erosion Control and Soil Stabilization Plan (as described in paragraph 6.01 below)

(C) Permanent Erosion Control and Revegetation Plan (as described in paragraph 6.01 below).

(D) Transportation and Parking Plan (as described in paragraph 6.11 below).

- (ii) stake the footprints of:

(A) All improvements to be constructed on the Site

(B) All parking, storage, laydown areas and limits of disturbance

(C) Tree removal/protection as described in Appendix H of the Regulation

- (iii) request a site inspection from the DRB;

- (iv) deliver its Compliance Deposit to the DRB in accordance with Section 5 below.

If the DRB rejects such submittals or finds the results of the site inspection to be unsatisfactory, the Owner shall make such changes as the DRB shall require and then resubmit such submittals to the DRB and/or request a follow-up site inspection from the DRB, as the DRB may require. If the DRB approves such submittals, finds the results of the site inspection to be satisfactory and receives the Owner's Compliance Deposit, the DRB shall approve the Owner's proposed Construction Activity and the Owner shall proceed as described in subparagraph 4.02 (e).

(d) Subsequent to its delivery of final drawings and the Compliance Deposit to the DRB under subparagraph 4.02 (c) above, the Owner may submit identical final working drawings to the Eagle County Building Department for its plan check process. In no event shall an Owner (i) initiate the plan check process with the Eagle County Building Department prior to the DRB's approval of the Owner's final plans, or (ii)

submit final working drawings to the Eagle County Building Department that differ from those that the Owner submits to the DRB.

(e) After the DRB approves the Construction Activity contemplated by the Owner as described in subparagraph 4.02 (c), the Owner shall request a building permit from the Eagle County Building Department and Request any and all other necessary permits and approvals from Eagle County, Colorado, the District and any other governmental or quasi-governmental entity with jurisdiction over the Construction Site. In no event shall an Owner (i) request a building permit from the Eagle County Building Department prior to the DRB's approval of the Owner's proposed Construction Activity as described in subparagraph 4.02 (c), or (ii) commence any Construction Activity prior to obtaining (A) the DRB's approval of such Construction Activity as described in subparagraph 4.02 (c), and (B) a building per-

mit and all other necessary permits and approvals from Eagle County, Colorado, the District and any other governmental or quasi-governmental entity with jurisdiction over the Construction Site.

4.03 Construction Inspections. In addition to any inspections required by the Eagle County Building Department, the District and any other governmental or quasi-governmental entity with jurisdiction over the Construction Site, an Owner must schedule the following inspections with the DRB.

(a) Prior to commencing its Construction Activity, the Owner shall request a site inspection as described in subparagraph 4.02 (c).

(b) Upon completion of foundation construction and prior to commencing framing, Owner shall request a foundation inspection from the DRB and, simultaneously therewith, deliver to the DRB an improvement location certificate for the Construction Site, which (i) is certified by a surveyor registered in the State of Colorado, (ii) shows the location of all permanent improvements then located on

the Construction Site; and (iii) sets forth the elevations of the tops of all foundation walls of all such permanent improvements. Thereafter, the DRB will inspect the foundation to ensure the Construction Activity is being performed in compliance with the approved final working drawings and this Regulation.

(c) Upon completion of core and shell framing, and prior to enclosing exterior walls and roofs, Owner shall request a framing inspection from the DRB and, simultaneously therewith, deliver to the DRB an updated improvement location certificate for the Construction Site, which (i) is certified by a surveyor registered in the State of Colorado; (ii) shows the location of all permanent improvements then located on the Construction Site; and (iii) sets forth the elevations of all floors and the highest roof ridge of all such permanent improvements. Thereafter, the DRB will inspect the framing to ensure that the Construction Activity is being performed in compliance with the approved final working drawings and this Regulation.

(d) Upon substantial completion of the Construction Activity, and prior to obtaining Eagle County Certificate of Occupancy, the Owner may request a temporary certificate of compliance inspection from the DRB and the District. Thereafter, the DRB shall inspect the Construction Site to ensure that the Construction Activity is substantially complete and has been performed in compliance with the approved final working drawings and this Regulation.

(e) Upon final completion of all portions of the Construction Activity, including all landscaping required in connection therewith and all remedial work that the DRB required the Owner to perform following the temporary certificate of compliance inspection described in subparagraph 4.03 (d) above, the Owner shall request a final inspection from the DRB. Thereafter, the DRB shall inspect the Construction Site to ensure that all portions of the Construction Activity, including all such landscaping and remedial work, are fully complete and have been performed in compliance with the approved final working drawings and this

Regulation. The DRB shall use its best effort to conduct the inspections described in subparagraphs 4.03 (a) through (e) above within seventy-two hours after receiving written requests therefor. The DRB may enter upon a Construction Site at any reasonable time to inspect the progress of a Construction Activity and ensure compliance with approved final plans and this Regulation.

4.04 Certificate of Compliance and Occupancy.

“Certificates of compliance” are issued by the DRB and the District. “Certificates of Occupancy” are issued by the Eagle County Building Department. An

Owner may not occupy or otherwise use any improvement constructed on a Construction Site until it has received (i) a certificate of compliance or temporary certificate of compliance from the DRB and the District (pursuant to the District’s rules and regulations), and (ii) a Certificate of Occupancy or a temporary Certificate of Occupancy from the Eagle County Building Department.

- (a) If an Owner has performed its Construction Activity in compliance with its approved final plans and this Regulation, the DRB will issue a certificate of compliance to the Owner follow-

ing a final inspection conducted under subparagraph 4.03 (e) above. If the Owner has failed to perform its Construction Activity in compliance with its approved final plans and this Regulation, the Owner shall promptly perform such remedial work as the DRB shall require.

(b) If an Owner has performed its Construction Activity in compliance with its approved final plans and this Regulation, but certain insubstantial details of construction or landscaping remain to be completed, the DRB may, but is not required to, issue a temporary certificate of compliance to the Owner following an inspection under paragraph 4.03 (d). If the Owner has failed to perform its Construction Activity in compliance with its approved final plans and this Regulation, the Owner shall promptly perform such remedial work as the DRB shall require. The DRB may condition its issuance of a temporary certificate of compliance upon an increase in the amount of the Owner's Compliance Deposit as described in subparagraph 5.03 (f).

(c) In no event shall an Owner apply for a Certificate of Occupancy from the Eagle County Building Department without first having obtained a certificate of compliance from the DRB and the District. Similarly, in no event shall an Owner apply for a temporary Certificate of Occupancy from the Eagle County Building Department without first having obtained a temporary certificate of compliance from the DRB and the District.

Prior to receiving permission to occupy the home, the Owner must demonstrate installation of a Knox Box to the required specifications as prescribed by the Fire Marshall or Red Sky Ranch Security.

Section 5. Compliance Deposit

After the DRB approves an Owner's proposed Construction Activity as set forth in paragraph 4.02 (c), and prior to commencing such Construction Activity, the Owner shall deliver a Compliance Deposit to the DRB, on behalf of the Association, as security for the Owner's full and faithful performance of its Construction Activity in accordance with its approved final plans and this Regulation.

5.01 Amount of the Compliance Deposit.

(a) The amount of the Compliance Deposit shall be based upon the maximum gross floor area, as measured from the outside of all exterior walls of all enclosed structures to be built on a Construction Site as follows:

<u>Square Footage</u>	<u>Deposit</u>
0 - 499	\$5,000
500 - 1,999	\$10,000
2,000 - 4,999	\$20,000
5,000 - 6,999	\$30,000
7,000 - 8,999	\$40,000
9,000 and greater	\$50,000.

(b) Notwithstanding the foregoing, with respect to any Construction Activity that consists solely of a Remodel the amount of the Compliance Deposit shall be equal to the greater of (i) two percent (2%) of the estimated cost of the Construction Activity as determined by the Red Sky Ranch Design Review Board submitted by the Owner to the Eagle County Building Department for

Such Construction Activity (up to, but not to exceed \$50,000) or (ii) \$5,000.

5.02 Form of Compliance Deposit. The Compliance Deposit shall be delivered to the DRB, by certified or cashier's check or by wire transfer.

5.03 Administration of Compliance Deposit. The DRB, on behalf of the Association, shall administer each Compliance Deposit as follows:

(a) The DRB shall hold the Compliance Deposit as security for the Owner's full and faithful performance of its Construction Activity in accordance with its approved final plans and this Regulation. No interest will be paid on the Compliance Deposit to the Applicant.

(b) The Association may use, apply or retain the whole or any part of a Compliance Deposit to the extent required to reimburse DRB for any cost which DRB may incur, or may be required to incur, by reason of an Owner's non-compliance in respect of any of the terms and conditions set forth herein. The DRB shall be entitled to a fee in an amount equal to 15 percent of the amount of any costs incurred by DRB to cure any

noncompliance by an Owner, which fee may be paid from the Compliance Deposit. If the amount of the Compliance Deposit is not sufficient to cure any such noncompliance by an Owner, DRB may apply the Compliance Deposit in a manner which best mitigates the effects of such noncompliance. In addition, DRB may use, apply or retain the whole or any part of a Compliance Deposit to pay to DRB any fine imposed by DRB under paragraph 7.02 below that is not paid as and when the same becomes due and payable.

(c) The Association's decision to use the Compliance Deposit as permitted hereunder shall be at the sole and absolute discretion of the DRB.

(d) If DRB so uses part or all of the Compliance Deposit as set forth in subparagraph 5.03 (b), then the Owner shall, within five days after written demand therefor from DRB, pay DRB the amount used to restore the Compliance Deposit to its original amount. Neither the Owner nor any other party shall have any rights of any kind or nature against DRB, its officers, agents, employees, directors or attorneys arising out of DRB use of the Compliance Deposit, unless DRB is grossly negligent, or intentionally acts in bad faith.

(e) DRB shall be under no obligation of any kind or nature to take any action to comply with all regulations pertaining to the Construction Activity.

(f) Any part of the Compliance Deposit not used by DRB as permitted by subparagraph 5.03 (b) shall be returned to the Owner within thirty days after the issuance of a certificate of compliance for the Site by the DRB. No portion of the Compliance Deposit shall be returned to an Owner upon the DRB's issuance of a temporary certificate of compliance. The DRB may condition its issuance of a temporary certificate of compliance upon its receipt from the Owner of funds sufficient to increase the amount of the Compliance Deposit to an amount equal to the product obtained by multiplying (i) the cost of that portion of the Construction Activity that remains to be completed, as estimated by the DRB, by (ii) 1.15.

Section 6. Construction Requirements

Each Owner shall ensure that all Construction Activity that is performed on its Construction Site is performed in accordance with the following requirements.

6.01 Erosion Control and Vegetation Protection.

DRB shall not approve any proposed Construction Activity under subparagraph 4.02(c), unless and until it has first approved an initial Erosion Control and Soil Stabilization Plan and a permanent Erosion Control and Revegetation Plan for the Construction Site. The Owner of the Construction Site is responsible for preparing and submitting such plans to the DRB. If the DRB rejects any such plan submitted by the Owner, the Owner shall make such changes to the plan as the DRB shall require and resubmit the plan to the DRB. Once the DRB has approved such plans for a Construction Site, the Owner shall ensure that all Construction Activity is performed in compliance with such plans. In addition, the Owner shall ensure that (a) trees not authorized for removal are not damaged; (b) brush, surplus soil, and other excavated debris are promptly removed from the Construction Site; (c) dust is controlled by a dust abatement method approved by the DRB; and (d) during all Construction Activity, all driveway, parking and lay-down areas are covered with at least two inches of three-quarter inch screened rock.

6.02 Construction Hours/Noise. Each Owner shall use all reasonable efforts to minimize external noise resulting from its Construction Activity.

Construction Activity within Red Sky Ranch is permitted during the following times;
Monday-Friday: 7:30am-7:00pm
Saturday: 8:00am-5:00pm
Sunday: No Construction
Holidays: No construction

6.03 Protection of Property. An Owner's Construction Activity shall be limited to its Construction Site, unless the DRB Security Department provides specific written authorization to the contrary. Access to the parcel shall be only from the approved road adjoining the site. An Owner shall restore promptly any adjacent lots or roads damaged during its Construction Activity to the DRB's satisfaction and, in any event, within thirty days after such damage occurs. If restoration is not accomplished by the end of the growing season following completion of construction, all required repairs will be performed by Red Sky Ranch Association, with all costs plus 50% thereof charged to the person in whose name the building permit was issued. The Owner shall ensure that a temporary visual screen or temporary fence of not less than four feet in height be constructed and maintained along the limits of disturbance line.

6.04 Temporary Structures Temporary Structures may be maintained on a Construction Site. Temporary living quarters shall not be permitted on a Construction Site. All Temporary Structures erected on a Construction Site shall be removed within thirty days after completion of the Construction Activity. Temporary structures shall be screened to minimize the visual impact to other Owners and Guests. Plans for the placement and screening of Temporary Structures must be approved by the DRB prior to the erection of the Temporary Structures. Trash dumpsters maintained on a Construction Site are deemed to be temporary structures and shall be visually screened to the greatest extent practicable. Once a trash dumpster is one-half (1/2) full, it shall be covered with a cover supplied by the owner of the dumpster, or with a cover that has been approved by the DRB, until emptied or removed from the Construction Site.

6.05 Water Connections and Toilets. A temporary water connection and on site enclosed chemical toilets must be available at all times when Construction Activity is taking place on a Construction Site. Chemical toilets shall be screened from view and shall be located so as to minimize any adverse impacts on adjacent Sites.

6.06 Blasting Restrictions No blasting shall be performed on any Construction Site without the DRB's prior consent. Blasting may be subject to certain restrictions, which shall be determined by the DRB in its sole and absolute discretion and which may vary from Site to Site.

6.07 Signs No signs shall be displayed on a Construction Site without the prior written approval of the DRB.

One construction sign will be allowed for each project. The sign shall not exceed 16 square feet of total area, and shall be located within the project boundary and visible from an adjacent roadway and/or entry to the project. The sign will be freestanding and constructed in a standardized format as provided by the DRB. Construction signage will be allowed for the duration of construction or 18 months, whichever is less.

Signs with the intended use of selling property are prohibited. No other or additional signs may be displayed on the property without written approval of the DRB.

6.08 Roadway Maintenance. An Owner shall repair any damage to roads within Red Sky Ranch caused by Construction Vehicles used in connection with such Owner's Construction Activity and shall keep all such roads free and clear of all materials rubbish and debris resulting from such Owner's Construction Activity. No road cuts, deletions or additions shall be made without the consent of the District.

6.10 Access and Parking

(a) Access to Construction Sites shall be subject to regulations governing the use of roads within Red Sky Ranch as adopted by the District from time to time.

(b) Construction Vehicles shall gain access to Construction Sites only from existing roads adjacent to the Construction Sites.

(b) Prior to the site inspection described in subparagraph 4.02 (c), an Owner of a Construction Site shall submit a written Parking and Transportation Plan to the DRB and the District for the review and approval. Each such Parking and Transportation Plan shall describe (i) how and where Construction Vehicles will be parked at the Construction Site during the Construction Activity; (ii) the maximum number of Construction

Vehicles that will be parked at or adjacent to the Construction Site at any one time; and (iii) the manner in which construction workers will be transported to and from the Construction Site.

(c) No Construction Activity shall commence at a Construction Site until the DRB and the District have approved a Parking and Transportation Plan for that Construction Site in writing. The DRB may require modifications to any proposed Parking and Transportation Plan submitted by an Owner. Such modifications may include, without limitation, modifications that (i) alter designated Construction Vehicle parking areas; (ii) limit the maximum number of Construction Vehicles that may be parked at or adjacent to a Construction Site; (iii) alter the manner in which construction workers will be transported to and from the Construction Site; and (iv) require the Owner to pay a reasonable fee to the Red Sky Ranch DRB to use DRB bus system to transport construc-

tion workers to and from the Construction Site if the DRB determines that use is necessary.

6.11 Construction Lighting No Construction Site or Construction Activity shall be lighted unless and until a construction lighting plan has been submitted to, and approved by, the Security Department and the DRB. All exterior construction lighting shall be connected to a motion sensor. All interior construction lighting, including lights within temporary structures such as construction offices, shall be turned off when not actually in use. The DRB shall not approve any construction lighting plan unless it determines that the proposed lighting will not cause unreasonable glare upon or the excessive lighting of property not owned by the Owner of the Construction Site.

6.12 Business License All Owners and Owner Representatives shall obtain an Annual Business License if required to do so by Red Sky Ranch Association Annual Business Licenses Regulation. Business licenses for general contractors and architects are subject to DRB approval.

6.13 Animals No Owner Representative or

Construction worker may keep or maintain a dog or other pet on a Construction Site at any time.

6.14 Continuity of Construction Unless other-

wise approved by the DRB, each Owner shall ensure that each Construction Activity it performs (a) commences within one year after the DRB's approval of final plans therefor; (b) is substantially complete within 16 months after commencement thereof; and (c) is fully and finally complete, including all required landscaping, within 24 months after commencement thereof.

The DRB, at its sole discretion, may impose a fine if all Construction Activity, including all required landscaping, is not fully and finally complete within 24 months of commencement. In this case, the Owner shall be subject to a \$3,000 fine for the first month construction continues past 24 months. This fine will increase by \$1,000 for each additional month construction continues.

Once a Construction Activity commences, the Owner must actively and diligently pursue the project to its completion.

6.15 Compliance with Laws and Regulations.

- (a) Each Owner shall, at its own expense, comply with all terms and conditions of this Regulation, District road regulations, the Declaration and all other regulations promulgated from time to time by DRB that are applicable to its Construction Activities.
- (b) Each Owner shall, at its own expense, comply with all federal, state, and local laws, ordinances, orders, rules, regulations and other governmental requirements relating to its Construction Activities.
- (c) Each Owner shall, at its own expense, ensure that its Owner Representatives comply with the terms and conditions of subparagraphs 6.13 (a) and (b) above.

Section 7. Enforcement

If an Owner or any Owner Representative violates any term or condition set forth herein, DRB shall have the following rights and remedies.

7.01 Right to Cure. DRB may, but is not obligated to, enter upon the Construction Site and cure such violation at the Owner's cost and expense. If DRB cures any such violation, the Owner shall pay to DRB the amount of all costs incurred by DRB in connection therewith, plus an administrative fee equal to 15 percent of all of such costs, within five days after the Owner receives a written invoice therefor from DRB.

7.02 Right to Fine. The DRB may impose a fine of \$100 against the Owner for the first violation of any term or condition of this Regulation. For each subsequent violation of that same term or condition, DRB may impose a fine in twice the amount of the fine imposed against the Owner for the Owner's last violation of that same term or condition. The Owner shall pay any fine imposed under this paragraph 7.02 within five days after the Owner receives written notice thereof. DRB hereby delegates its power to fine under this paragraph 7.02 to the DRB and the Security Department.

7.03 Right to Sue for Injunctive Relief. DRB may sue the Owner to enjoin such violation.

7.04 Right to Sue for Damages. DRB may sue the Owner for all damages, losses, costs and expenses, including, without limitation, reasonable attorney's fees and disbursements incurred by DRB as a result of the violation.

7.05 Lien. DRB shall have a lien against the Site and all of the Owner's other properties within Red Sky Ranch to secure payment of (a) any fee, charge, fine or other amount due from the Owner to DRB under this regulation, (b) interest on any unpaid amounts at the rate of 18 percent per annum from the date due until paid, and (c) all costs and expenses of collecting any unpaid amounts, including, without limitation, reasonable attorney's fees and disbursements. Any such lien may be foreclosed as a mortgage under the laws of the State of Colorado.

7.06 Other Rights and Remedies. DRB shall have all other rights and remedies available to it at law or in equity. All rights and remedies of DRB shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right of remedy.

Section 8. Appeals of Fines

An Owner may appeal any fine imposed against the Owner by the DRB to the DRB's Fine Appeals Committee (the "FAC") in accordance with the following terms and conditions. Within five days after receiving written notice from the DRB that it is imposing a fine against the Owner, the Owner may file a written appeal with the FAC. If the Owner fails to file a written appeal with the FAC within such five-day period, the Owner shall have no further right to appeal the fine under this Section 8. If the

Owner files a written appeal within such five-day period, the FAC shall review such appeal and within 45 days deliver a written decision with respect thereto to the Owner and to the DRB or the DRB, as the case may be, within thirty days after its receipt of such appeal. If the FAC decides in favor of the Owner, the DRB shall revoke its notice imposing the fine. If the FAC decides in favor of the DRB, the Owner shall pay such fine within five days after its receipt of the FAC's decision.

EXHIBIT C

CONSTRUCTION WITHIN PUBLIC RIGHT OF WAY RESOLUTION

**CONSTRUCTION WITHIN PUBLIC RIGHT OF WAY
RESOLUTION**

HOLLAND CREEK METROPOLITAN DISTRICT



EAGLE COUNTY, COLORADO

ADOPTED OCTOBER 5, 2009

**CONSTRUCTION WITHIN PUBLIC RIGHT OF WAY
RESOLUTION**

HOLLAND CREEK METROPOLITAN DISTRICT

WHEREAS, Holland Creek Metropolitan District (the "District") was duly organized and exists as a metropolitan district for the purpose of providing certain services and facilities to areas within the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board of Designated Representatives of the District (the "Board") is empowered to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution of the State for carrying on the business, objects and affairs of the Board and the District; and

WHEREAS, it is necessary and desirable that construction work within the public ways of the District be performed in accordance with uniform acceptable engineering standards and procedures; and

WHEREAS, failure of such construction to conform to acceptable and uniform engineering standards and procedures is or may be detrimental to and may endanger the public health, safety and welfare; and

WHEREAS, adherence to such standards and procedures is essential to the protection of the public investment in the public ways; and

WHEREAS, the Board desires to adopt certain Engineering Regulations, Construction Specifications and Design Standards as provided herein (the "Resolution").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HOLLAND CREEK METROPLITAN DISTRICT, that:

1. Findings. The Board finds as follows:

- 1.1 That the public investment in the Public Ways of the District is a substantial and valuable investment which must be protected for the benefit of the people of the District and of all persons who use or rely upon the Public Ways of the District for transportation, communication, telephone service, water, utility and other services, and drainage.**
- 1.2 That work within the Public Ways must be regulated in the interest of the public health, welfare and safety for the protection of the people of the District and of all persons using or relying upon the Public Ways of the District.**

2. Definitions.

- 2.1 Applicant shall mean any person who makes application for a permit for construction in a Public Way.
- 2.2 District shall mean the Holland Creek Metropolitan District, a quasi-municipal corporation of the State of Colorado.
- 2.3 Designated Representative shall mean the representative designated by the District to act on its behalf as further provided in this Resolution.
- 2.4 Engineer shall mean the engineering professional designated by the District, or his authorized representative.
- 2.5 Emergency Conditions shall mean any unforeseen circumstances or occurrence, the existence of which the Board, in its sole discretion, deems to constitute a clear and immediate danger to persons or property.
- 2.6 Engineering Regulations, Construction Specifications, and Design Standards shall mean the Engineering Regulations, Construction Specifications and Design Standards of the Holland Creek Metropolitan District for work within the Public Ways of the District as delineated in the Red Sky Ranch P.U.D. Final Plat, Road, Grading, and Drainage Plans dated July 2001.
- 2.7 Permittee shall mean any person who has been issued a permit and has agreed to fulfill all the terms of this Resolution.
- 2.8 Person shall mean and include any natural person, partnership, firm association, public utility company, corporation, company, special district or organization of any kind.
- 2.9 Public Utility Company shall mean any company subject to the jurisdiction of the State Public Utilities Commission, or any mutual non-profit corporation providing gas, electricity, water, telephone, or other utility product or services for use by the general public.
- 2.10 Special District shall mean any special district organized under the provisions of the Colorado Revised Statutes, Title 32.
- 2.11 Public Way shall mean and include all public rights-of-way and easements, public footpaths, walkways and sidewalks, public streets, public roads, public highways, public alleys, and public drainage ways and utility easements within the boundaries of the District. It shall, however, include utility and drainage easements on private property not within other Public Ways of the District as otherwise defined herein.

- 2.12 Work Site Restoration shall mean and include the restoring of the original ground or paved surface to the same (or better) condition than the condition which existed before construction commenced, and shall include but not be limited to repair, clean-up, backfilling, paving, landscaping and other work necessary to place the site in acceptable condition following the conclusion of the work.
- 2.12 Main shall mean any pipe, line or conduit used for the transmittal of a commodity, service, or disposed substance to or from one or more Service Lines and within a Public Way.
- 2.13 Service Line shall mean any pipe, line or conduit used for the transmittal of a commodity, service or disposed substance between an individual dwelling or other structure and a Main located within a Public Way.

3. Construction of Resolution.

- 3.1 As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.
- 3.2 This Resolution shall be liberally construed so as to effect the intention hereof to protect and preserve the Public Ways of the District for the uses thereof, and for the protection of the people of the District and of all persons using or relying upon the Public Ways of the District.

4. Unlawful to Work in Public Way Without Permit and Compliance. No person shall make, construct, reconstruct, or alter any opening excavation, tunnel, sidewalk, curb, gutter, driveway, street, or perform any other work of any kind within the Public Way which will result in physical alteration thereof, unless such person shall first have obtained a permit for the performance of such work, and unless such work shall be performed in conformity with the terms and provisions of this Resolution of the permit or permits issued hereunder except as hereinafter specifically provided. Any person initiating such work without a permit will be subject to a fine of up to \$10,000.

5. Applications for Permits. Each and every person desiring to perform any work of any kind described in Section 4 above made subject to regulation of this Resolution, in a Public Way within this District shall make application for a permit. Such application shall be filed with the Designated Representative on a form or forms to be furnished by said Designated Representative. Such application shall be made during the normal office hours of the District. Such application shall state the exact nature and location of the proposed work and the time required for its completion. When necessary, in the judgment of the Engineer, to fully determine the relationship of work proposed, to existing or proposed facilities within the Public Ways, or to determine whether the work proposed complies with the Engineering Regulations, Construction Specifications, and Design Standards, the Engineer may require the filing of engineering plans, specifications, and sketches showing the proposed work in sufficient detail to permit determination of such relationship or compliance or both; and the application shall be

deemed suspended until such plans and sketches are filed. The Applicant may be required, in addition, to present information that all materials, labor and equipment which may be required to complete the proposed work are available. Recognizing that unforeseen circumstances may occur which necessitate quicker approval of action than is otherwise permitted hereunder, the Designated Representative may, in his reasonable discretion, waive the above application process and grant immediate approval to commence work. The name, phone number, and fax number of the Designated Representative can be found on the application form.

6. Commencement of Work – Approval or Disapproval of Application.

6.1 Where the installation crosses a roadway, an encasement pipe of larger diameter may be required and the crossing shall be as nearly perpendicular to the roadway as physically possible. The installation shall be installed by the method of boring or jacking beneath the road surface. Where, in the opinion of the Permittee, conditions are such that boring is impossible or impractical, open cuts across a roadway may be authorized by the Designated Representative under the terms and conditions which will not unduly hinder the public in its usual travel on the highway.

6.2 No work shall be commenced until the Designated Representative has approved the application and until a permit has been issued for such work, except as specifically provided otherwise in this Resolution.

6.3 Within fourteen working days of the filing of any application, the Designated Representative shall approve or disapprove the same, stating in writing the reasons for his disapproval, if the application is disapproved; provided, however, that the time for approval or disapproval may be extended by the checking of plans, sketches and specifications submitted, but no such extension of time for approval or disapproval shall exceed thirty days from the date of filing of required plans, sketches or specifications.

6.4 A permit shall be issued on approval of an application by the Designated Representative.

6.4.1 Each Permittee shall notify all utilities operating in the District, and the applicable fire district of the nature and location of the work authorized by the permit at least forty-eight hours before the work authorized by the permit is to begin. Such notice shall be made during the normal office hours of the utilities and fire district.

6.5 The disapproval of an application by the Designated Representative may be appealed by the Applicant to the Board by the filing of a written Notice of Appeal within ten days of the action of the Designated Representative. The Board shall hear such appeal, if written request is filed, at its next regularly scheduled meeting and render its decision.

6.6 In approving or disapproving work within the Public Way; or permits thereof; in the inspection of such work; in reviewing plans, sketches or specifications, and generally in the exercise of the authority conferred upon him by this Resolution, the Designated Representative shall act in such manner as to preserve and protect the Public Ways and the use thereof; but he shall have no authority to govern the actions or inaction of Permittees or Applicants or other persons which have no relationship to the use, preservation or protection of the Public Ways or the use thereof.

7. **Connections with Special Districts; and Notices to Owners Abutting and Adjoining.**

7.1 Applications for work connecting to a special district property must be approved by the special district involved, as well as by the Designated Representative.

7.2 If the work to be undertaken by the Permittee is such that it will affect the use of properties abutting or adjoining the project, the Permittee shall notify the affected property owners and tenants of the proposed work to be done.

7.3 If the work to be undertaken by a Permittee will affect other sub-surface installations in the vicinity of the proposed opening, the Permittee shall notify the owner of such facilities of the proposed work.

8. **Eligibility.** No persons shall be eligible to apply for or receive permits to do work within the Public Way of the District, except for competent earthwork and underground utility contractors approved by the District.

9. **Permit Duration and Limits.** Each permit application shall state the starting date and estimated completion date. The permit shall be valid for the time period specified. If the work is not completed during such period, the Permittee may apply to the Designated Representative for an additional permit or an extension, which may be granted by the Designated Representative if the requirements of this Resolution are satisfied. The Designated Representative may refuse an additional permit or extension if he finds that work under the original permit, or as extended, has not been satisfactorily performed.

10. **Assignment of Permits.** Permits shall not be transferable or assignable. Nothing herein contained shall prevent a Permittee from subcontracting the work to be performed under a permit; provided, however, that the holder of the permit shall be and remain responsible for the performance of the work under the permit, and for all bonding, insurance and other requirements of this Resolution and under said permit.

11. **Permit or Permit Number on Job Site.** A copy of the permit shall be posted on the job site at all times as work is in progress.

12. **Emergency Work.** Any person maintaining pipes, lines or facilities in the Public Way may proceed with work upon existing facilities without a permit when Emergency

Conditions demand the work to be done immediately; provided a permit could not reasonably and practicably have been obtained beforehand. Any person commencing work under Emergency Conditions in the Public Way without a permit shall immediately thereafter apply for a permit or give notice on the first regular business day on which District offices are open for business after such work is commenced, and a permit may be issued which shall be retroactive to the date when the work has begun, in the discretion of the Designated Representative.

In the event that work is commenced under Emergency Circumstances on or within any Public Way, the District shall be notified within one-half hour from the time work is commenced. The person commencing and conducting such work shall take all necessary safety precautions for the protection of the public and the discretion and control of traffic.

13. Suspension or Revocation of Permits, and Stop Orders. Any permit may be revoked or suspended by the Designated Representative, after notice to the Permittee for:

- a. Violation of any condition of the permit or of any provision of this Resolution.
- b. Violation of any provision of any other rules, regulations, policies, procedures, or resolution of the District or of any law relating to the work.
- c. Existence of any condition or the doing of any act which, in the sole discretion of the Designated Representative, constitutes or may constitute or cause a condition endangering life or property.

A suspension or revocation by the Designated Representative, and a stop work order, shall take effect immediately upon entry thereof by said Designated Representative and notice to the person performing the work in the Public Way.

A stop order may be issued by the Designated Representative directed to any person or person doing or causing any work to be done in the Public Way without a permit, or in violation of a provision or provisions of this Resolution, or whenever the Designated Representative shall suspend or revoke a permit. Any suspension or revocation or stop order by the Designated Representative may be appealed by the Permittee to the Board, by filing a written notice of appeal within ten days of the action of the Designated Representative. The Board shall hear such appeal, if written request is filed, at its next regularly scheduled meeting, and render its decision within a reasonable time thereafter.

14. Bond. Each Applicant, before being issued a permit, shall provide the District with an acceptable corporate surety bond of not less than Five Thousand (\$5,000.00) Dollars, or a deposit of not less than Five Thousand (\$5,000.00) Dollars in cash to guarantee faithful performance of the work authorized by a permit granted pursuant to this Resolution. The amount of the bond or cash deposit required may be increased in the discretion of the Designated Representative whenever it shall appear that the amount and cost of the work to be performed may exceed the amount of the bond or cash deposit, otherwise required hereunder. The term of the bond or deposit shall be two years from the completion date

of work authorized by the permit. Public utilities may submit a corporate bond, without sureties.

15. **Default in Performance.** Whenever the Designated Representative shall find that a default has occurred in the performance of any term or condition of the permit, written notice thereof shall be given to the principal and to the surety on the bond if there is surety bond. Such notice shall state the work to be done, the estimated cost thereof, and the period of time deemed by the Designated Representative to be reasonably necessary for the completion of the work.
16. **Completion of Work.** In the event that the surety (or principal), within a reasonable time following the giving of such notice under Section 15 above (taking into consideration the exigencies of the situation, the nature of the work, and the requirements of public safety and for the protection of persons and property), shall fail either to commence and cause the required work to be performed with due diligence, or to indemnify the District for the cost of doing the work, as set forth in the notice, the District may perform the work, at the discretion of the Engineer with contract forces, and suit may be commenced by the District's legal counsel against the Permittee and bonding company and such other persons as may be liable, to recover the entire amount due to the District on account thereof. In the event that cash has been deposited, the costs of performing the work may be charged against the amount deposited and suit brought for the balance due, if any.
17. **Insurance.** Before being issued the permit, each Applicant shall provide the District with a certificate of insurance in form acceptable to the District's legal counsel indicating that the Applicant is insured against claims for: 1) damages for personal injury and for property damage which may arise from or out of the performance of the work, whether such performance be by himself, his subcontractor, or anyone directly or indirectly employed by him; 2) Workmen's Compensation Insurance; and 3) motor vehicle liability insurance. The insurance required shall cover (but such coverage shall not be limited to) collapse, explosive hazards and underground work, and shall include protection against liability from underground operations may be approved by the District's legal counsel, in his discretion; but such exclusions must be clearly specified on the certificate or certificates of insurance furnished to the District. Applicant shall, at its own expense, maintain in full force and effect during the term of the work the below listed policy or policies of insurance. The insurance policies are required to include the District as additionally insured for the period of the bond or deposit. The District may, in its discretion, waive all or any part of the insurance requirements set forth in this Section, if such waiver is determined to be in the best interests of the District.
 - 17.1 Commercial general liability insurance in the amount of one million dollars (\$1,000,000) combined single limit bodily injury and property damage, each occurrence; two million dollars (\$2,000,000) general aggregate.

- 17.2 Automobile liability insurance in the amount of six hundred thousand (\$600,000) combined single limit bodily injury and property damage, each accident, or owned, non-owned and hired motor vehicles.
- 17.3 Worker's Compensation Insurance in accordance with the provisions of the Workmen's Compensation Act of the State of Colorado, for all of Applicant's employees to be engaged in the work and, in case the work is subcontracted, Applicant shall require the subcontractor similarly to provide the Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work and the public liability and property damage.

A public utility company may be relieved of the obligation of submitting certificates of insurance if it shall submit satisfactory evidence in advance that it is insured, or has adequate assets and provisions for self-insurance. Public utilities may submit annually evidence of insurance coverage in lieu of individual submissions for each permit.

18. **Restrictions upon Opening New Streets.** No permit shall be issued by the Designated Representative which would allow an excavation or opening in a newly paved, or rebuilt street surface less than one (1) year old unless the Applicant can clearly demonstrate that public health, safety, or interest require that the proposed work be permitted or unless an Emergency Condition exists.
19. **Opening New Streets.** If by approval of the Designated Representative, a permit is issued to open any newly paved or rebuilt street surface less than one (1) year old, except under Emergency Conditions, restoration work may be required to be performed to higher engineering standards than those ordinarily required, so that the quality of restoration shall be and remain in conformity with the quality of the surface generally; and all charges to be paid by the Permittee in connection with engineering, inspection and restoration of the surface shall be charged accordingly to the Permittee, even though higher than the rates normally set forth in the schedule of charges maintained by the Designated Representative.
20. **Abandoned Facilities.**
- 20.1 Whenever any pipe, conduit, duct, tunnel, or other structure or portion thereof located within any Public Way, or the use thereof, is abandoned, the person owning, using, controlling or having an interest therein shall, within thirty (30) days after such abandonment, file with the Designated Representative, a statement in writing giving in detail the location of the structure so abandoned.
- 20.2 The owner of any abandoned facility within a Public Way may be required to remove or make alterations in the same by the Designated Representative, if such removal or alterations become necessary in the judgment of the Designated Representative to permit work or improvements within the Public Way, or if the abandoned facilities or any part thereof shall constitute a nuisance or hazard to the

public health, safety, and welfare. The Designated Representative shall notify the owner of the requirements for alteration or removal, taking into consideration the nature of the nuisance or hazard, if any, the requirements of the public health, safety and welfare, and the time required to accomplish such alteration or removal. If the owner shall fail or refuse to remove or alter such facilities according to the terms of the notice, or commence such alteration or removal within a reasonable time following the giving of such notice, then the District may remove or alter the abandoned facilities or cause same to be removed or altered, and the owner shall reimburse the District for the cost of such removal or alteration.

20.3 If the owner shall fail to reimburse the District for the costs of such removal or alteration the owner shall not be eligible to receive any further permits or approval of work in the Public Way under any permit from the District, or to conduct any work within the Public Way; and the District's legal counsel may commence action against the owner and seek all available legal remedies.

21. **Hold Harmless.** The Permittee agrees to save the District, its officers, employees and agents harmless from any and all costs, damages and liabilities which may occur or be claimed to occur by reason of any work performed under said permit. The acceptance of any permit under this Resolution shall constitute such an agreement by the Permittee whether the same is expressed or not.

22. **Liability of District.** This Resolution shall not be construed as imposing upon the District, or any official or employee thereof, any liability or responsibility for damages to any person injured by or by reason of the performance of any work within the Public Way, or under a permit issued pursuant to this Resolution, nor shall the District, or any official or employee thereof, be deemed to have assumed any such liability or responsibility by reason of inspection authorized hereunder, the issuance of any permit or the approval of any work.

23. **Engineering Regulations, Design Standards and Construction Specifications.** These Engineering Regulations, Design Standards and Construction Specifications, as amended, shall govern construction of public facilities and all other construction within the Public Way; and no such construction shall be approved unless performed and completed in accordance with such Engineering Regulations, Design Standards and Construction Specifications, as amended, unless waived in writing for reasons stated in such written waiver by the Designated Representative or the Board.

The Designated Representative shall have and is hereby given the authority from time to time and at any time to amend, supplement, modify, or revise these Engineering Regulations, Design Standards, and Construction Specifications in accordance with good engineering standards and practices, subject only to approval by the Board, said approval to be by resolution.

Copies of these Engineering Regulations, Design Standards and Construction Specification, as the same may be amended from time to time, shall be kept in the office of the Designated Representative and made available for public inspection in the offices of the Designated Representative at any time during business hours by appointment.

Copies of the Engineering Regulations, Design Standards and Construction Specifications as incorporated in this Resolution, and as the same may be amended from time to time shall be available to the public for purchase at a reasonable price sufficient to cover the cost of printing and reproduction by the District.

24. Opening and Excavation Restrictions.

24.1 The OSHA Rules and Regulations Governing Excavation Work shall be applicable to all excavation work performed in Public Ways.

24.2 The stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work, and which are not applicable thereto. Any requirement or stipulation which pertains to a non-existent condition shall have no meaning. The Designated Representative may attach such other conditions or stipulations as may be reasonably necessary to facilitate the work, prevent damage to public or private property, or to prevent the work from being conducted in a manner hazardous to life or property or in a manner likely to create a dangerous or unsafe condition.

24.2.1 One lane of traffic in each direction shall be maintained when any work is performed in a public street.

24.2.2 Traffic on streets shall not be restricted between the hours of 6:00 p.m. to 9:00 a.m., Monday through Friday, except in Emergency Conditions. Night, weekend and holiday work shall require proper notice and written permission of the Designated Representative.

24.2.3 Open trench cuts shall not exceed 200 feet beyond backfill and cleanup operations within an established residential area and/or paved street except by special permission of the Designated Representative.

24.2.4 All utility facilities shall be exposed sufficiently ahead of trench excavation work to avoid damage to those facilities and to permit their relocation, if necessary.

24.2.5 The Permittee shall not interfere with or relocate any existing line, pipe or structure without the written consent of the owner thereof. No facility owned by the District shall be moved to accommodate the Permittee unless the cost of such work is borne by the Permittee. The cost of moving privately owned facilities shall be similarly borne by the Permittee unless it makes other arrangements with the person owning the facility.

The Permittee shall support and protect all pipes, conduits, poles, wires or other apparatus which may be in any way affected by the excavation work, and do everything necessary to support, sustain and protect them under, over, along or across such work. The Permittee shall secure approval of the method of support and protection from the owner of the facility. In case any of said pipes, conduits, poles, wires or apparatus should be damaged, and for this purpose pipe coating or other encasement, bedding, or devices are to be considered as part of the facility, the Permittee shall promptly notify the owner thereof.

- 24.2.6 Monuments of concrete, iron or other lasting material set for the purpose of locating or preserving the lines of any street or property subdivision, or a precise survey reference point or a permanent survey benchmark within the District, shall not be removed or disturbed unless permission to do so is first obtained in writing from the Designated Representative. Permission shall be granted only upon condition that the Permittee shall pay all expenses incident to the proper replacement of the monument.
- 24.2.7 When work performed by the Permittee interferes with the existing drainage system of any street, provision shall be made by the Permittee to provide drainage to the satisfaction of the Designated Representative.
- 24.2.8 Work performed by Permittee is required to comply with all components and permit requirements of the EPA-NPDES storm water management and construction water discharge regulations. Permittee shall provide copies of any required NPDES permits with the application to the District.
- 24.2.9 Excavated materials shall be laid compactly along the side of the trench in a manner so as to cause as little inconvenience as possible to public travel. In order to expedite flow of traffic or to abate a dirt or dust nuisance, the street supervisor may require the Permittee to provide tow boards or bins; and if the excavated area is muddy and causes inconvenience to pedestrians, temporary wooden plank walls shall be installed by the Permittee as directed by the Designated Representative. When any earth, gravel, or other excavated material is caused to roll, flow, or wash upon any street, the Permittee shall cause the material to be removed from the street within twenty-four (24) hours after deposit. When any earth, gravel, or other excavated material is caused to roll, flow, or wash upon any street, causing a traffic hazard or safety risk, the Permittee shall cause the material to be removed from the street immediately. In the event the earth, gravel, or other excavated material so deposited is not removed in a timely manner, the Designated Representative shall cause such removal and the cost incurred shall be paid by the Permittee or deducted from his bond.
- 24.2.10 It shall be the duty of every person cutting or making an excavation in or upon any public place, to place and maintain barriers, lighting and

warning signage and devices ("Barriers") necessary for safety of the general public. All Barriers shall conform to the requirements of the FHWA-MUTCD guideline.

24.2.11 The Permittee shall take appropriate measures to assure that during the performance of the excavation work, traffic conditions as near normal as possible shall be maintained at all times so as to minimize inconvenience to the occupants of the adjoining property and to the general public. When traffic conditions permit the Designated Representative may, by written approval, permit the closing of streets to all traffic for a period of time prescribed by him. The written approval of the Designated Representative may require that the Permittee give notification to various public agencies, to the general public, and to each effected resident. In such case, such written approval shall not be valid until such notice is given.

24.2.12 Except in the case of Emergency Conditions, no permit shall be issued so as to allow a street opening or pavement cuts between October 15 and May 15.

24.2.13 The excavation work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, valve housing structures, and all other vital equipment as designated by the Designated Representative.

24.2.14 Access to private driveways shall be provided during working hours except for short periods when construction operations prohibit provision of such access. Access to private driveways shall be provided during non-working hours.

24.2.15 In granting any permit, the Designated Representative may attach such other conditions as may be reasonably necessary to prevent damage to public or private property or to prevent the operation in a manner likely to create a nuisance. Such conditions may include, but shall not be limited to the following:

- a. Restrictions as to the size and type of equipment.
- b. Designation of routes upon which materials may be transported.
- c. The place and manner of disposal of excavated materials.
- d. The prevention of noise and other results offensive or injurious to the neighborhood, the general public or any adjacent properties.
- e. Minimum depths for any installed or relocated utilities.
- f. The requirement that all Mains be extended, through the installation of Service Lines or otherwise, to property lines of all lots adjacent to the location of the Main within the Public Way through which any Main is being extended.

- g. The requirement that all electrical communication lines be installed using a system of rigid duct or conduit and manholes, permitting the extension of all necessary lines through the system first installed, without further excavation.
- h. The requirement that all locations of terminations of Service Lines be marked in a manner acceptable to, and provide as-built drawings to the Engineer, which will permit their location at a later date.

25. Equipment.

Backhoes, cranes, or other heavy equipment with outriggers must be equipped with rubber pads on the outrigger before it is allowed to dig on said street or public right-of-way. Special provisions can be made by the Designated Representative in the event of emergencies or where special circumstances exist. Permittee shall comply with all pertinent federal and state rules and regulations.

26.0 Backfilling.

All pavement cuts, openings, and excavations shall be backfilled, surfaced and restored as follows:

26.1 Backfilling under paved streets shall be made in accordance with the following specifications:

26.1.1 CDOT specification flowable fill shall be used for all back fill material unless a variance is approved by the Designated Representative. If a variance is granted the fill shall meet the requirements of the sections below.

26.1.2 Materials. Materials shall be granular, consisting essentially of sand, gravel, rock, slag, disintegrated granite, or a combination of such materials. It shall be a well-graded mixture containing sufficient soil mortar, crusher dust or other binding material which, when placed and compacted, will result in a firm, stable foundation. Material composed of uniformly sized particles or which contains pockets of excessively fine or excessively coarse material will not be acceptable. The material shall meet the following gradation:

<u>Sieve Designation</u>	<u>Percent by Weight Passing</u>
2 ½ inch	100
2 inch	95-100
No. 4	30-60
No. 200	5-15

All material passing the No. 40 sieve shall have a liquid limit of not over thirty-five and a plasticity index of not over six. Test for liquid limit and plasticity index shall be in accordance with A.A.S.H.O. designations T-89 and T-91, respectively.

26.1.3 Construction Methods. The material shall be deposited layers not exceeding six inches in thickness prior to compacting. Each layer shall be compacted with suitable mechanical tamping equipment. It shall be compacted sufficiently to obtain a field density which is one hundred (100%) percent of modified proctor density at optimum moisture as determined by A.A.S.H.T.O. Method T-99. Field density shall be determined by A.A.S.H.T.O. Method T-147.

26.2 Excavations in unpaved public places not used as vehicular ways may be backfilled with earth and shall be compacted in lifts not to exceed twelve inches in depth by loose measurement, sufficient to obtain a field density which is ninety five (98%) percent of modified proctor density at optimum moisture as determined by A.A.S.H.T.O. Method T-99. Field density shall be determined by A.A.S.H.T.O. Method T-147. The last six inches may be loose placed and lightly compacted topsoil.

26.3 Landscaped and Native areas shall be returned to their original or better condition.

27.0 Restoration of Surface.

27.1 The cut and restoration of asphalt surfaces shall be made in the following manner:

27.1.1 The initial pavement cut shall be made a minimum of one foot wider than the trench on all sides of the trench, a minimum of three feet wide, and the cut in the paving shall be made with a power circular saw or cutter.

27.1.2 The asphalt surfaces shall match the thickness, quality and appearance of the existing surface surrounding the excavation, and shall placed in a minimum of 2 inch and a maximum 3 inch lifts and compacted to CDOT specifications, all joints shall be sealed by means of infrared heating methods.

27.2 The cut and restoration of concrete surfaces shall be made in the following manner:

27.2.1 The concrete should be placed on fill approved pursuant to section 26.1 hereof with six inches of compacted class six road base placed under the concrete section.

27.2.2 Concrete shall be color matched to existing concrete and be of 4000# fiber mesh reinforced strength or as required by District Engineer.

27.3 If the Designated Representative finds that paving surfaces adjacent to the street opening may be damaged where trenches are made parallel to the street or where a number of cross trenches are laid in close proximity to one another, or where the equipment used may cause such damage, the Permittee shall be required to pay

the cost of resurfacing. The cost of resurfacing shall be charged on a time and materials basis and payment shall be made prior to the issuance of any other permit.

- 27.4 If any settlement in a restored area occurs within a period of two years from the date of completion of the permanent restoration, any expense incurred by the District in correcting such settlement shall be paid by the Permittee, and may be taken from the deposit or deducted from the deposit of surety bond unless proof is submitted by the Permittee satisfactory to the Designated Representative that the settlement was not due to defective backfilling or construction methods.
- 27.5 If the area to be resurfaced exceeds fifty (50%) percent of the total pavement surfacing in any block, the Designated Representative may require the Permittee to resurface the block. Fifty percent or greater damage shall be deemed to require one hundred (100%) percent restoration. This damage may be caused where trenches are laid in close proximity to one another, or where the equipment or method used causes damage.
- 27.6 The District recognizes that Special Districts and Public Utilities perform inspections and have other agencies which inspect and require their facilities to be inspected; therefore, the Designated Representative will not make inspections of work performed by those permit holders unless a complaint is received from the public which requires an inspection by the Designated Representative, in which case, the Permittee shall be billed for the inspection. If any failure in the restored area occurs within a period of two (2) years from the completion date, the District shall require the Permittee to make necessary corrections.
- 27.7 For other permits, the Designated Representative shall make such inspections, or have the Districts' Engineer make such inspections as he may deem necessary. For underground installation, the District recognizes that other agencies require inspections and the District's concern is that the surface is properly restored. If any failure in the restored area occurs within a period of two (2) years from the completion date, the Permittee shall be notified that corrections are necessary. If the corrections are not made in a reasonable time, the Permittee's surety shall be notified and necessary corrections made and required expenses deducted from the bond.
- 27.8 Inspections may be requested between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, by calling the Designated Representative. Normally, calls received before 12:00 Noon will be inspected that day.
- 27.9 In no case shall any opening made by a Permittee be considered in the charge or care of the District or any of its officers or employers, and no officer or employee thereof is authorized in any way to take or assume any jurisdiction over any such opening, except in the exercise of the police powers, when it is necessary to protect life and property.


24. **Severability.** If for any reason any one or more sections, sentences, clauses or parts of this Resolution are held invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Resolution held invalid, and the invalidity of any section, sentence, clause or part of this Resolution or in any one or more instances, shall not affect or prejudice in any way the validity of the remaining provisions hereof, or in any other instance.

ADOPTED AND APPROVED this 5th day of October, 2009.

HOLLAND CREEK
METROPOLITAN DISTRICT


Chairman of the Board of Directors

ATTEST:


Secretary

**APPLICATION FOR PERMIT
ALLOWING CONSTRUCTION OR INSTALLATION OF UTILITIES
IN PUBLIC RIGHTS OF WAY**

**Holland Creek Metropolitan District
Eagle County, Colorado**

1. **Location and description of work:** _____ **Map attached: Yes/No** _____

2. **Type of Installation** _____
3. **Estimated construction date to start:** _____ **Complete:** _____
4. **GENERAL PROVISIONS:**
- a. **The Permittee shall be responsible for establishing safety measures sufficient to protect the public from any and all harm during utility construction, improvement, location or relocation; said safety measures to be in accordance with, or greater than the then prevailing state and/or federal standards.**
 - b. **The construction shall occur in a location mutually agreed upon by the Permittee and the District and in accordance with details and specifications shown on the attached construction plans.**
 - c. **Any disturbed portion of the right of way shall be restored to equal or better condition to the condition as existing immediately prior to the Permittee's installation. Backfilling shall be conducted in compliance with the regulations of Holland Creek Metropolitan District, Construction within Public Right of Way Resolution (the "Resolution").**
 - d. **Where the installation crosses a roadway, an encasement pipe of larger diameter may be required and the crossing shall be as nearly perpendicular to the roadway as physical possible. This installation shall be installed by the method of boring or jacking beneath the road surface.**
 - e. **The Permittee shall advise the District 48 hours in advance of the commencement of the installation of any facility and shall notify the District a minimum of 12 hours in advance if the date is changed.**
 - f. **The Permittee shall maintain the installation at all times and agrees to hold the Holland Creek Metropolitan District, the agencies thereof, its officers and employees harmless from any and all claims, loss and damage which may arise out of or be connected with the installation, maintenance, alteration, removal or**

presence of the installation herein referred to or any work or facility connected therewith, within the area covered by this permit to the extent of unsatisfactory performance by the Permittee, its agents, servants or employees.

- g. All work must be conducted within the allowable hours specified in the Resolution.
- h. In accepting this permit, the undersigned, representing the Permittee, verifies that he has read and understands all the foregoing provisions; that he has the authority to sign and bind the Permittee and that by virtue of his signature; the Permittee is bound by all conditions set forth therein.

5. **SPECIAL PROVISIONS:**

6. Permittee _____ Title _____

By: _____ Tel. No. _____ Date _____
Address: _____

NOTE: If dissatisfied with construction performed on this job, please call the following person, collect, at _____

Project Manager: _____

Conditions of Permit Read and Agreed to: _____
Permittee

Issued by: _____
Authorized Agent for Holland Creek Metropolitan District

Date: _____ Permit Number Issued: _____

THIS FORM MAY BE MAILED, FAXED, or SCANNED AND E-MAILED TO THE DESIGNATED REPRESENTATIVE OF THE DISTRICT AS FOLLOWS:

**DONALD ODELL, PROJECT MANAGER
HOLLAND CREEK METROPOLITAN DISTRICT,
P.O. BOX 600
EDWARDS, COLORADO 81632
PHONE: (970) 754-2937
FACSIMILE: (970) 754-2555
dodell@vailresorts.com**