

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
SOUTHLANDS METROPOLITAN DISTRICT NO. 1
REGARDING ISSUANCE OF
STREET CLOSURE AND SPECIAL EVENTS PERMITS**

WHEREAS, pursuant to an order of the District Court of Arapahoe County, Colorado, Southlands Metropolitan District No. 1 (the "District") was duly and validly organized as a quasi-municipal corporation and political subdivision of the State of Colorado, in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, the District was organized for the purpose of providing certain improvements, facilities and services to and for the use and benefit of the District, its users, property owners and the public; and

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

WHEREAS, in order to provide for the health, safety and welfare of the users, property owners and the public, the board of directors of the District (the "Board") desires to set forth the policy of the District regarding issuance of permits for special events and street closures in order to safeguard the interests of property owners, applicants and the general public.

NOW, THEREFORE, be it resolved by the Board of Directors of Southlands Metropolitan District No. 1 as follows:

1. PERMIT REQUIRED. A Street Closure/Special Events Permit, in the form attached hereto as Exhibit A, shall be required of all persons or entities prior to engaging in any activity that may interfere with pedestrian or vehicular traffic on District streets or rights-of-way (collectively, "Street Closures"), or the holding of any event, including, but not limited to athletic events, street fairs, carnivals, arts and craft shows, rallies, parades, and farmers markets, (collectively, "Special Events") that may affect District owned property. The responsibility for obtaining a permit shall be the sole responsibility of the applicant. The District, in its sole and absolute discretion, shall make a determination on whether said permit shall be granted or denied. In addition, the District may impose special conditions, restrictions, terms or conditions in connection with any permit issued.
2. PROHIBITED STREET CLOSURES AND SPECIAL EVENTS. All Street Closures and Special Events (except for those specifically undertaken by the District or its agents) taking place without a District issued permit are specifically prohibited.
3. PERMIT FEE. The District may impose, charge and collect a reasonable permit application fee for the issuance of a permit hereunder.
4. EFFECTIVE DATE. The provisions of this resolution shall take effect immediately.

RESOLVED AND ADOPTED this 2nd day of July, 2009.

**SOUTHLANDS METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado



Peter M. Cudlip, President

ATTEST



Secretary

*[Signature Page to Resolution of the Board of Directors of Southlands Metropolitan District No.1
Regarding Issuance of Street Closure and Special Events Permits]*

EXHIBIT A
Permit Application

[See attached page]

SOUTHLANDS METROPOLITAN DISTRICT NO. 1
STREET CLOSURE / SPECIAL EVENTS PERMIT

Permit Number: _____ Date: _____

Applicant's Name: _____
(If Applicant is not a natural person, please provide the name of the organization or group.)

Address: _____ Telephone No: _____

Event Description: _____

Street(s) to be Closed: _____

From: _____ To: _____
(Intersecting Street) (Intersecting Street)

Closure Date: _____ From (Time): _____ To (Time): _____

Total Number of Event Participants: _____

Terms and Conditions:

- Applications for street closures and special events must be provided, along with all accompanying documentation, to the District, at least 14 days prior to the date of the event.
- Applicant agrees to comply with all terms, conditions, and stipulations of this permit, all rules and polices of the District, and all other applicable laws, and understands that failure to comply may result in immediate revocation of this permit.
- Adequate crowd control, including ingress and egress control, noise control, restroom facilities, space for anticipated number of participants, clean-up, and parking are all the responsibility of applicant.
- Emergency access to the area must be maintained at all times.
- Applicant will be responsible for providing, maintaining and installing barricades and traffic control devices necessary for street closures. During the hours of darkness, sufficient warning lights or flares shall be maintained to warn approaching traffic of the event.
- Applicant must provide a Certificate of Insurance, demonstrating proof of liability insurance, five business days prior to the date of the event.
- If a Certificate of Insurance is not provided, the District reserves the right to deny or revoke issuance of the event permit.
- The District **MUST** be listed as "an additional insured" on the insurance policy and all vendors contracted by the applicant must be covered by this policy.

Terms and Conditions (continued):

- The Certificate of Insurance must indicate a limit of \$600,000, or more, per occurrence.
- Applicant is responsible for the timely clean-up of the streets and permit area prior to the reopening of the area to the general public.
- The District has no liability for bodily injury or property damage arising from the event. Any liability arising from the event shall be the sole responsibility of the applicant and event participants.

CERTIFICATION: I, (THE APPLICANT) AGREE TO ABIDE BY AND MEET ALL TERMS AND CONDITIONS DESCRIBED IN THIS PERMIT APPLICATION. I UNDERSTAND THAT MY PERMIT MAY BE REVOKED BY THE DISTRICT SHOULD I FAIL TO ABIDE BY ANY OF THE TERMS AND CONDITIONS IN THIS PERMIT. I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SOUTHLANDS METROPOLITAN DISTRICT NO. 1 AND EACH OF ITS DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, AGENTS AND CONSULTANTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, ACTIONS, LAWSUITS, DAMAGES, AND EXPENSES, INCLUDING REASONABLE LEGAL EXPENSES AND ATTORNEYS' FEES, ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, OUT OF THE ROAD CLOSURE AND/OR EVENT AS DESCRIBED IN THIS PERMIT.

Applicant's Signature: _____ Date: _____

Title: _____

For Internal Office Use:

Date Application Received:

Date Permit Issued:

Special Terms/Conditions/Stipulations/Provisions:

Permit Issued By: