



3799 HIGHWAY 82 - P.O. DRAWER 3350  
GLENWOOD SPRINGS, COLORADO 81602  
(970) 945-5491 · FAX (970) 945-4081

March 8, 2022

Shaw Construction  
Attn: Chuck Apostolik  
760 Horizon Dr, Suite# 201  
Grand Junction, CO 81506

RE: VAIL - MIDDLE CRK EMPLOYEE HOUSING

Dear Chuck,

Holy Cross Energy has completed a design and cost estimate for relocating the power lines for the above referenced project, hereinafter the "Project". Our facilities will be installed as shown on the attached sketch. The owner or developer of the subject Project is hereinafter referred to as the "Owner".

Total estimated cost of construction as a  
non-recoverable contribution \$38,000.00

Electronic payments are now being accepted with a 2.5% Convenience Fee. Please contact us if you'd like to know more.

The above figures are only estimates. After the job has been completed, the actual cost of construction will be determined. The Owner's contribution will be adjusted to reflect the actual cost by making a refund or further assessment. Execution of this document constitutes the Owner's agreement to pay any further assessment in a timely manner. This payment is being made by (and any refunds at final accounting will be sent to):

Payee: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

The above figures are only estimates. After the job has been completed, the actual cost of construction will be determined. Execution of this document constitutes the Owner's agreement to pay the full amount of construction in a timely manner.

Our power facilities must be installed on an easement. Please execute and return the enclosed document.

The following conditions are hereby noted:

1. Lot corners or other locations will be provided by the Owner as needed to ensure that our facilities are installed as shown on the attached sketch.
2. Holy Cross Energy has implemented a policy which requires that the Owner provide all excavation, backfill, compaction and cleanup needed for installation of the underground power system extension to serve the Project. The Owner must also set all vaults and install all conduits as specified by Holy Cross Energy's design for the Project and the enclosed construction specifications. Holy Cross Energy will supply all material which can be picked up by the Owner at the appropriate storage yard. The cost of this material is included in the job cost estimate. The attached Trench, Conduit, and Vault Agreement must be properly executed by the Owner and returned prior to the start of excavation.

3. All water lines, sewer lines, or other excavations in conflict with our proposed facilities must be completed, backfilled and clearly marked before power line construction can be started.
4. The above estimate is for Holy Cross Energy facilities and does not include the installation of telephone or television facilities. It will be the Owner's responsibility to coordinate construction and make contractual agreements with the other utilities.
5. It shall be the Owner's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder for the Project are accessible by Holy Cross boom trucks and other necessary equipment and personnel at all times. The use of such access by Holy Cross shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Owner hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations which may occur as soon as notified by Holy Cross Energy. Said corrections will be made at the sole cost and expense of Owner.
6. The Owner will provide a site for disposal of rock and excess soil generated in the performance of this work.
7. There is no provision in our estimate for revegetation. Revegetation, if required, must be provided by parties other than Holy Cross Energy.
8. Secondary voltage available will be 208Y/120, three-phase.
9. Secondary facilities shall be installed in accordance with National Electrical Code and Holy Cross Energy specifications. All meter locations must be approved. Any service over 200 amps or 240 volts must have prior written approval from Holy Cross Energy.
10. It will be the Owner's responsibility to extend underground secondary entrance conductors from the pad-mounted transformer, or junction box, to points of power usage. It will be the Owner's responsibility to retain the services of a qualified electrician to convert all the existing secondary electric services from the existing overhead electric transformer(s), to be removed, to the new pad-mounted transformer(S) and or secondary junction box(es) being installed for the Project. The work of the electrician will need to be coordinated with Holy Cross Energy to minimize the length of outages to affected consumers.
11. All underground services shall be installed in conduit ahead of the meter. All underground services must be in conduit beneath roads, driveways, and other areas of difficult excavation.
12. All residential services must have an outside disconnect accessible at all times to Holy Cross Energy personnel.
13. The meter housing must be positioned so the meter faces a driveway or road.

14. Low voltage starting will be required on all three-phase motors larger than 25 HP and all single-phase motors larger than 10 HP.
15. Motor protection from phase loss and other voltage problems should be provided. This equipment shall be installed and maintained at the expense of the Owner.
16. It shall be the Owner's responsibility to protect their electric equipment from temporary over voltage or under voltage situations resulting from causes beyond the control of Holy Cross Energy.
17. The above mentioned cost estimate does not include connect fees or meter deposits, if required. Arrangements for payment of these items and for scheduling the actual meter installation should be made through the local Holy Cross Energy office.
18. We attempt to complete all projects in a timely manner. However, highest priority is given to maintaining service to our existing consumers. This fact, along with inevitable construction delays, will not allow us to guarantee a project completion date.
19. All Holy Cross Energy rules and regulations will be followed.
20. When Holy Cross Energy is in receipt of all necessary executed easements, other permits, if required, a completed "Residential Load Form" or "General Services Load Form", the executed trench agreement, and the signed original of this letter agreement (below), the job can be scheduled for construction.

I  
Sincerely,  
HOLY CROSS ENERGY



Todd Foral,  
Engineering Department  
[tforal@holycross.com](mailto:tforal@holycross.com)  
(970) 748-4307  
TF:MM  
Enclosure

The above terms and conditions  
are hereby agreed to and accepted

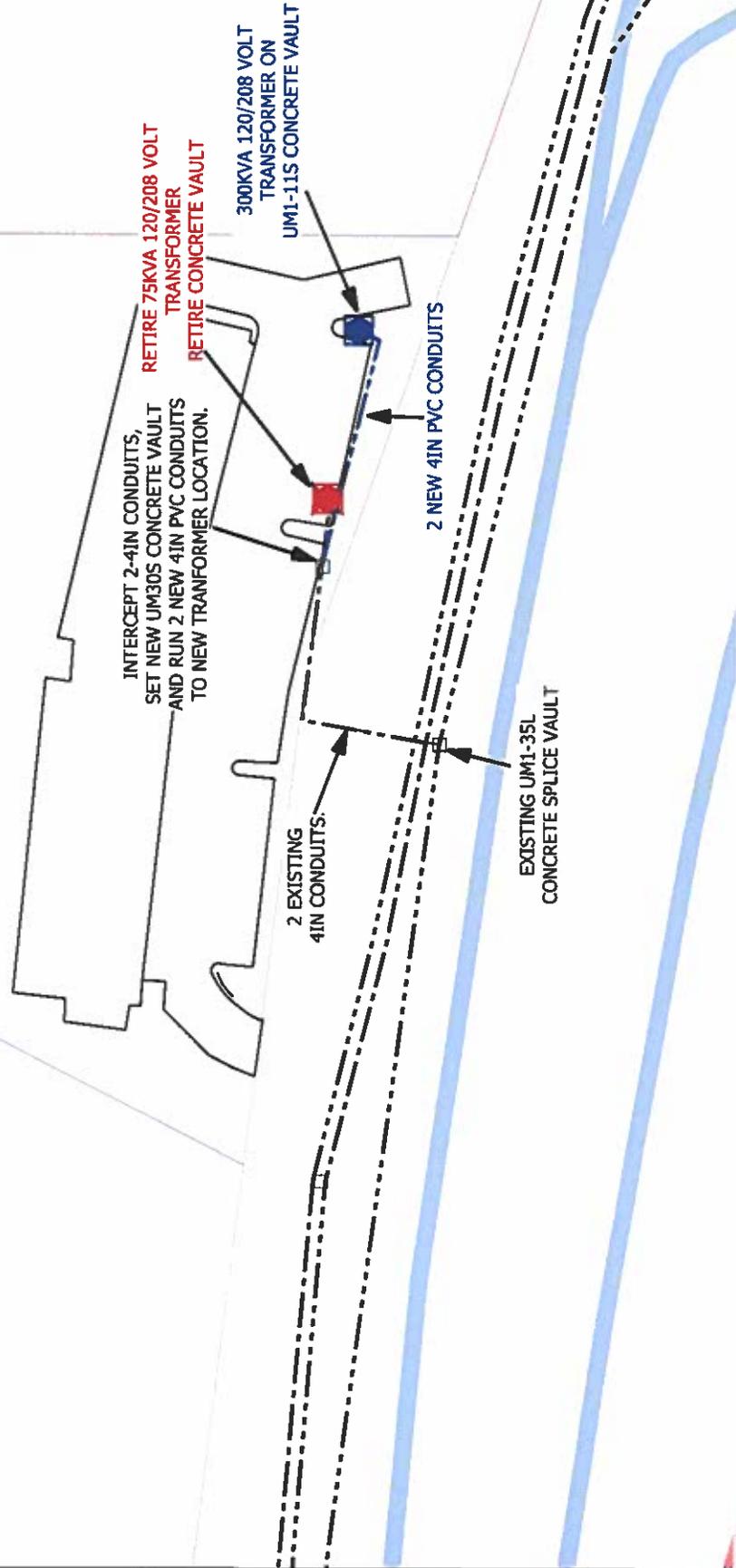
By: \_\_\_\_\_

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

Date: \_\_\_\_\_



# 129 N. FRONTAGE RD



CONTRACT LETTER AGREEMENT SKETCH

Job Name: VAIL - MIDDLE CRK EMPLOYEE HOUSING

W/O#: 24322

NOT TO SCALE  
FACILITY LOCATIONS APPROXIMATE

Holy Cross Energy  
Glenwood Springs, Colorado

**HOLY CROSS ENERGY  
UNDERGROUND RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Town of Vail

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Holy Cross Energy, a Colorado corporation whose post office address is P. O. Box 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Eagle, State of Colorado, described as follows:

EXEMPTION PLAT FIRST AMENDMENT OF LOT 3, AMENDED FINAL PLAT MIDDLE CREEK SUBDIVISION in Section 06, Township 05 South, Range 80 West of the 6<sup>th</sup> P.M., as more fully described at Reception Number 202124066 in the records of the Eagle County Clerk and Recorder's Office, Eagle, Colorado

And, to construct, reconstruct, repair, change, enlarge, re-phase, operate, and maintain an underground electric transmission or distribution line, or both, with the underground vaults, conduit, fixtures and equipment used or useable in connection therewith, together with associated equipment required above ground, within the above mentioned lands, upon an easement described as follows:

An easement ten (10) feet in width, the centerline for said easement being an underground power line as constructed, the approximate location of which upon the above described property is shown on Exhibit A attached hereto and made a part hereof by reference.

The rights herein granted specifically allow Grantee to install additional underground and/or pad-mounted facilities within the easement described herein.

It shall be the Grantor's responsibility to ensure that splice vaults, switchgear vaults and transformer vaults installed hereunder on said real property are accessible by Grantee's boom trucks and other necessary equipment and personnel at all times. The use of such access by Grantee shall not require removal or alteration of any improvements, landscaping, or other obstructions. The ground surface grade shall not be altered within ten (10) feet of said splice, switchgear and transformer vaults, nor along the power line route between the vaults. The ground surface grade at said transformer and switchgear vaults shall be six (6) inches below the top of the pad. The ground surface grade at said splice vaults shall be even with the top of the pad. The manhole opening of said splice vaults shall be uncovered (excluding snow) and accessible at all times. Improvements, landscaping or any other objects placed in the vicinity of said transformers and switchgear shall be located so as not to hinder complete opening of the equipment doors. The ground surface within ten (10) feet of said transformer and switchgear doors shall be flat, level and free of improvements, landscaping, and other obstructions. Improvements, landscaping and other objects will be kept a minimum of four (4) feet from non-opening sides and backs of said transformers and switchgear. Grantor hereby agrees to maintain the requirements of this paragraph and further agrees to correct any violations which may occur as soon as notified by Grantee. Said corrections will be made at the sole cost and expense of Grantor.

Together with the right to remove any and all trees, brush, vegetation and obstructions within said easement and the right to pile spoils outside said easement during construction and maintenance, when such is reasonably necessary for the implementation and use of the rights hereinabove granted. In areas where vegetation is disturbed by the above described use of the easement, the ground surface shall be seeded using a standard native mix by Grantee. Grantor agrees that landscaping or other surface improvements added on said easement after the date of execution hereof will be minimized and that Grantee will not be responsible for damage to said additional landscaping or surface improvements caused by exercise of its rights granted by this easement.

Grantor agrees that all facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantor covenants that they are the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following: All those of Record.

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The individual signing this Holy Cross Energy Underground Right-of-Way Easement hereby represents that they have full power and authority to sign, execute, and deliver this instrument.

Town of Vail

By: \_\_\_\_\_

Mayor

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ as Mayor of Town of Vail.

WITNESS my hand and official seal.  
My commission expires:

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

Address: \_\_\_\_\_



**EXEMPTION PLAT  
 FIRST AMENDMENT OF LOT 3, AMENDED FINAL PLAT  
 MIDDLE CREEK SUBDIVISION  
 RECEPTION No. 202124066**

APPROXIMATE CENTERLINE OF  
 NEW 10' WIDE  
 HOLY CROSS ENERGY  
 RIGHT-OF-WAY EASEMENT

APPROXIMATE CENTERLINE OF  
 EXISTING HOLY CROSS ENERGY  
 UNDERGROUND CONDUCTOR

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

**Holy Cross Energy**  
 Glenwood Springs, Colorado

NOT TO SCALE  
 FACILITY  
 LOCATIONS  
 APPROXIMATE

Date: 3/7/22

Section #: 06

Township#: 05S

Range#: 80W

County: E

W/O#: 24322

Job Name: VAIL - MIDDLE CRK EMPLOYEE HOUSING

**EXHIBIT A**