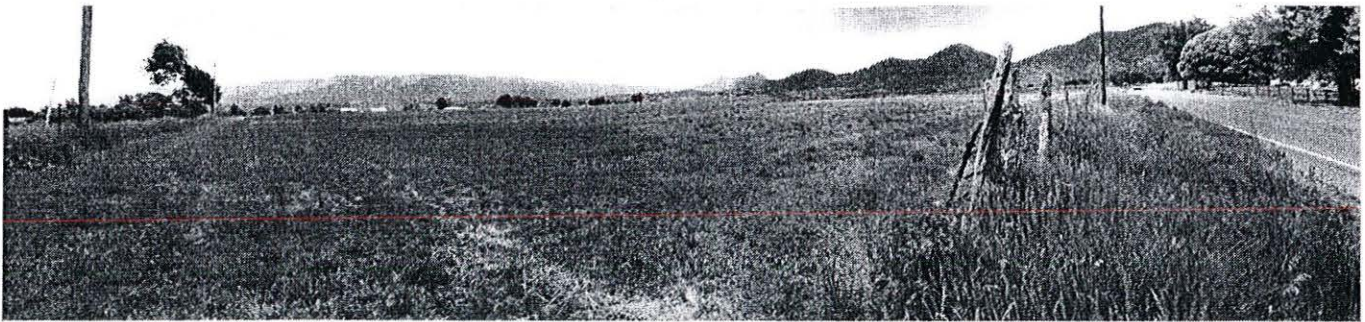


Lexie Meadows Estates
Cluster Subdivision
Preliminary Plan



Prepared by:

Western Slope Consulting LLC
0165 Basalt Mt. Drive
Carbondale, CO 81623
970-963-7172
wsconsulting@sopris.net

RECEIVED

MAR 01 2007

**GARFIELD COUNTY
BUILDING & PLANNING**

Application Submittal Letter

February 21, 2007

Mr. Fred Jarman
Garfield County Planning Director
108 8th Street, Suite 401
Glenwood Springs CO 81601

Dear Mr. Jarman:

I am pleased to submit herewith a Preliminary Plan application for Lexie Meadows, a Cluster Subdivision. This application conforms to the requirements of the Section 4:00 of the Garfield County subdivision Regulations and the Garfield County Comprehensive Plan. Lexie Meadows has been designed to fit the characteristics of the site in a manner that protects the natural features, provides safe access and offers a quality living environment.

My development team and I look forward to reviewing this application with the County at the earliest convenience. After the submittal has been deemed technically compliant, please schedule this application with the planning commission. If you have any questions about the application, please do not hesitate to contact my project planner Davis Farrar - Western Slope Consulting LLC (970-963-7172) wsconsulting@sopris.net.

Sincerely,

Jim Bob Ventures LLC



By Jim Cagle, President

Subdivision Application Form

GENERAL INFORMATION

(To be completed by the applicant)

- Subdivision Name: Lexie Meadows Estates
- Type of Subdivision (check one of the following types):
Sketch Plan _____ Preliminary Plan X Final Plat _____
- Name of Property Owner (Applicant): Jim Bob Ventures, LLC
- Address: PO Box 2300 Telephone: 970-261-0343
- City: Grand Junction State: CO Zip Code: 81502 FAX: _____
- Name of Owner's Representative, if any (Attorney, Planner, etc):
Davis Farrar - Western Slope Consulting LLC
- Address: 0165 Basett Mt Dr Telephone: 970-963-7172
- City: Carbondale State: CO Zip Code: 81623 FAX: _____
- Name of Engineer: Boundaries Unlimited, Inc. Attn: Deric Watter
- Address: 823 Blake Av. Suite 102 Telephone: 970-945-5252
- City: Glenwood Springs State: CO Zip Code: 81601 FAX: 970-384-2883
- Name of Surveyor: Tittle Survey Services Attn: Jeff Tuttle
- Address: 823 Blake Av. Suite 102 Telephone: 970-928-9708
- City: Glenwood Springs State: CO Zip Code: 81601 FAX: _____
- Name of Planner: Western Slope Consulting LLC Attn: Davis Farrar
- Address: 0165 Basett Mt Dr Telephone: 970-963-7172
- City: Carbondale State: CO Zip Code: 81623 FAX: _____

GENERAL INFORMATION continued...

- Location of Property: Section 6 Township 5 So. Range 92 W
- Practical Location / Address of Property: Miller Ln (CORD 227)
Across from Antonelli Ln (CORD 216)
- Current Size of Property to be Subdivided (in acres): 76.19
- Number of Tracts / Lots Created within the Proposed Subdivision: 37
- Property Current Land Use Designation:
 1. Property's Current Zone District: A/R/RD
 2. Comprehensive Plan Map Designation: Outlying Residential, Study Area #2+3, 1 Dwelling Unit/2 acres.

Proposed Utility Service:

- Proposed Water Source: Ground Water Wells
- (See "Attachment C" to be completed with the Preliminary Plan Application)
- Proposed Method of Sewage Disposal: ISDS
- Proposed Public Access VIA: Miller Lane to publicly dedicated access.
- Easements:
 - Utility: All utility companies as requested
 - Ditch: Lower Cactus Valley Ditch
- Total Development Area (fill in the appropriate boxes below):

(1) Residential	Units / Lots	Size (Acres)	Parking Provided
Single-Family	37	65.78	148
Duplex	0	0	0
Multi-Family	0	0	0
Mobile Home	0	0	0
Total	37	65.78	152 inc. Park Area

	Floor Area (sq. ft.)	Size (Acres)	Parking Provided
(2) Commercial	N/A		
(3) Industrial	N/A		
(4) Public / Quasi-Public	N/A	5.07	4
(5) Open Space / Common Area	N/A	See above	
Total		76.19	4

➤ Base Fee: Sketch Plan - \$325.00; Prelim Plan - \$675.00; Final Plat - \$200; Plat Review Fee

and the County Surveyor has signed the Final Plat in Mylar form, it will be scheduled at the next BOCC meeting to be placed on the consent agenda with a request to authorize the Chairman of the BOCC to sign the plat.

Once the Final Plat is signed, it is then recorded by the County Clerk in the Clerk and Recorder's Office for a fee of \$11 for the first sheet and \$10 for each additional sheet thereafter. This fee shall be paid by the applicant. This act of recording the signed Final Plat represents the completion of the Garfield County Subdivision Process.

Please refer to the specific language in the Final Plat portion (Section 5:00) of the Subdivision Regulations for specific timelines and additional responsibilities required of the applicant to complete the Final Plat process.

Please Note: This information presented above is to be used as a general guide for an applicant considering a subdivision in Garfield County. It is highly recommended that an applicant either purchase the Garfield County Zoning Resolution and Subdivision Regulations or access them on-line at:
http://www.garfield-county.com/building_and_planning/index.htm
in order to ascertain all the necessary requirements for each of the three steps including Sketch Plan Review, Preliminary Plan Review, and Final Plat Review.

I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.

(Signature of applicant/owner) *Jim Cagle, Jr.* Date 2-22-07

Last Revised: 07/25/2005

FORM NO. GWS-76 02/2005		WATER SUPPLY INFORMATION SUMMARY	
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER 1313 Sherman St., Room 818, Denver, CO 80203 Phone - Info (303) 866-3587 Main (303) 866-3581 Fax (303) 866-3589 http://www.water.state.co.us			
Section 30-28-133,(d), C.R.S. requires that the applicant submit to the County, "Adequate evidence that a water supply that is sufficient in terms of quantity, quality, and dependability will be available to ensure an adequate supply of water."			
1. NAME OF DEVELOPMENT AS PROPOSED: <u>Lexie Meadow Estates</u>			
2. LAND USE ACTION: <u>Preliminary Subdivision Plan</u>			
3. NAME OF EXISTING PARCEL AS RECORDED: <u>SE 1/4 NE 1/4 + NE 1/4 SE 1/4 of S 6, T2N 6S, R 92W of the 6th D.M.</u>			
SUBDIVISION: <u>N/A</u> FILING (UNIT) <u> </u> BLOCK <u> </u> LOT <u> </u>			
4. TOTAL ACREAGE: <u>76.19</u> 5. NUMBER OF LOTS PROPOSED: <u>37</u> PLAT MAP ENCLOSED? <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO			
6. PARCEL HISTORY - Please attach copies of deeds, plats, or other evidence or documentation.			
A. Was parcel recorded with county prior to June 1, 1972? <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO			
B. Has the parcel ever been part of a division of land action since June 1, 1972? <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO			
If yes, describe the previous action: <u> </u>			
7. LOCATION OF PARCEL - Include a map delineating the project area and tie to a section corner.			
<u>E 1/2</u> of the SW Section <u>6</u> , Township <u>6</u> , <input type="checkbox"/> N or <input checked="" type="checkbox"/> S, Range <u>92</u> , <input type="checkbox"/> E or <input checked="" type="checkbox"/> W			
Principal Meridian: <input checked="" type="checkbox"/> Sixth <input type="checkbox"/> New Mexico <input type="checkbox"/> Ute <input type="checkbox"/> Costilla			
Optional GPS Location: GPS Unit must use the following settings: Format must be UTM. Units must be meters. Datum must be NAD83. Unit must be set to true N, <input type="checkbox"/> Zone 12 or <input type="checkbox"/> Zone 13			
Easting: <u> </u> Northing: <u> </u>			
8. PLAT - Location of all wells on property must be plotted and permit numbers provided. Surveyor's Plat: <input type="checkbox"/> YES or <input type="checkbox"/> NO If not, scaled hand drawn sketch: <input type="checkbox"/> YES or <input type="checkbox"/> NO			
9. ESTIMATED WATER REQUIREMENTS		10. WATER SUPPLY SOURCE	
USE	WATER REQUIREMENTS Gallons per Day Acre-Feet per Year	<input type="checkbox"/> EXISTING WELL <input type="checkbox"/> DEVELOPED SPRING WELL PERMIT NUMBERS	<input checked="" type="checkbox"/> NEW WELLS - PROPOSED AQUIFERS - (CHECK ONE)
HOUSEHOLD USE # <u>37</u> of units	_____	_____	<input type="checkbox"/> ALLUVIAL <input type="checkbox"/> UPPER ARAPAHOE
COMMERCIAL USE # <u>0</u> of S. F.	_____	_____	<input type="checkbox"/> UPPER DAWSON <input type="checkbox"/> LOWER ARAPAHOE
IRRIGATION # _____ of acres	_____	_____	<input type="checkbox"/> LOWER DAWSON <input type="checkbox"/> LARAMIE FOX HILLS
STOCK WATERING # _____ of head	_____	_____	<input type="checkbox"/> DENVER <input type="checkbox"/> DAKOTA
OTHER _____	_____	_____	<input type="checkbox"/> OTHER _____
TOTAL	_____	_____	WATER COURT DECREE CASE NUMBERS: _____
		<input type="checkbox"/> MUNICIPAL <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> COMPANY <input type="checkbox"/> DISTRICT NAME _____ LETTER OF COMMITMENT FOR SERVICE <input type="checkbox"/> YES or <input type="checkbox"/> NO	
11. WAS AN ENGINEER'S WATER SUPPLY REPORT DEVELOPED? <input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO IF YES, PLEASE FORWARD WITH THIS FORM (This may be required before our review is completed.)			
12. TYPE OF SEWAGE DISPOSAL SYSTEM			
<input checked="" type="checkbox"/> SEPTIC TANK/LEACH FIELD		<input type="checkbox"/> CENTRAL SYSTEM DISTRICT NAME: _____	
<input type="checkbox"/> LAGOON		<input type="checkbox"/> VAULT LOCATION SEWAGE HAULED TO: _____	
<input type="checkbox"/> ENGINEERED SYSTEM (Attach a copy of engineering design)		<input type="checkbox"/> OTHER _____	

GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT

AGREEMENT FOR PAYMENT FORM

(Shall be submitted with application)

GARFIELD COUNTY (hereinafter COUNTY) and James Cagle Jr.
(hereinafter APPLICANT) agree as follows:

1. APPLICANT has submitted to COUNTY an application for Lexie Meadow Estates
(hereinafter, THE PROJECT).
2. APPLICANT understands and agrees that Garfield County Resolution No. 98-09, as amended, establishes a fee schedule for each type of subdivision or land use review applications, and the guidelines for the administration of the fee structure.
3. APPLICANT and COUNTY agree that because of the size, nature or scope of the proposed project, it is not possible at this time to ascertain the full extent of the costs involved in processing the application. APPLICANT agrees to make payment of the Base Fee, established for the PROJECT, and to thereafter permit additional costs to be billed to APPLICANT. APPLICANT agrees to make additional payments upon notification by the COUNTY when they are necessary as costs are incurred.
4. The Base Fee shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board of County Commissioners for the consideration of an application or additional COUNTY staff time or expense not covered by the Base Fee. If actual recorded costs exceed the initial Base Fee, APPLICANT shall pay additional billings to COUNTY to reimburse the COUNTY for the processing of the PROJECT mentioned above. APPLICANT acknowledges that all billing shall be paid prior to the final consideration by the COUNTY of any land use permit, zoning amendment, or subdivision plan.

APPLICANT

Signature James Cagle, Jr.

Date: 2.22.07

James Cagle Jr.
Print Name

Mailing Address: PO Box 2822
Grand Junction, CO 81502

10/2004

JIM BOB VENTURES LLC

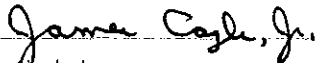
December 31, 2006

Mr. Fred Jarman
Garfield County Planning
108 8th St., Suite 201
Glenwood Springs, Colorado 81601

Dear Mr. Jarman:

I the undersigned James Cagle Jr. authorized agent for Jim Bob Ventures LLC with this letter consent to and authorize the processing of a Subdivision Preliminary Plan application for Lexie Meadow Estates before Garfield County Colorado by Davis Farrar of Western Slope Consulting LLC, Carbondale, Colorado. Further, Mr. Farrar is to represent our interests in processing this application.

Yours truly,


James Cagle Jr.

Cc: Davis Farrar - Western Slope Consulting LLC

P.O. BOX 2300 • GRAND JUNCTION, COLORADO • 81506
PHONE: 970.245.3174

Application Description

Lexie Meadows is a 37 unit residential single family cluster subdivision located on Miller Lane (County Road 227) approximately 1.7 miles west of the Silt municipal boundary. The total project site includes 76.19 acres. The cluster lots range in size from approximately 1.10 acres up to 2.5 acres. The large agricultural preservation lot that results from clustering of the 36 lots is 22.85 acres in size and is large enough for agricultural production and/or pasturing of animals. The larger lot serves as a substantial buffer to adjoining properties north and northwest of the project. Building envelopes on each of the lots will define the general location of the residential structures. The building envelopes are laid out to buffer the subdivision boundaries and to optimize structure location for views and privacy. The gross project density is 2.14 acres per unit and complies with the minimum lot size requirements of the underlying Agricultural/Residential/Rural Density (A/R/RD) Zone District.

Two project access points off Miller Lane service a central looped internal access street system. Two short cul-de-sacs provide additional internal lot access. All roadways are designed to conform to the Garfield County Subdivision Development Standards. Additionally, the cul-de-sacs are designed to conform to the recommendations of the Fire District. All roadways will be paved and include adjacent sidewalks for pedestrian/bicycle access. Although the roadways will be publicly dedicated to the County, they will be privately maintained by the Lexie Meadows Homeowners Association.

The subdivision plan includes a 5.07 acre developed park site for the project residents. Included in the park site are a non-motorized trail system, parking area and small playground. The park site will be landscaped and irrigated with non-treated water.

A central water system connected to an aboveground storage tank will be used for potable water and fire protection. Fire hydrants are located throughout the project in conformance with the international fire code and the recommendations of the Fire Protection District.

The subdivision will be irrigated utilizing water from the Silt Canal. Irrigation water will be stored on site in a pond and fed through a secondary delivery system for irrigation purposes. Continued application of this irrigation water on the site will provide ongoing groundwater recharge and will minimize groundwater impacts from the project well.

Each residential lot will be served by an engineered individual sewage disposal system (ISDS) because there is no central sewage treatment facility close to the property. These systems are to be maintained by the individual homeowners and treated system effluent will be returned to the soil to maintain area or groundwater.

Lexie Meadows will be contributing traffic impact fees in conformance with the requirements of the County Subdivision Regulations for Traffic Study Area 6.

Application History

The Lexie Meadows Subdivision Sketch Plan was submitted to the County Planning Department in April 2006. The Garfield County Planning Commission considered the sketch plan at the regular meeting on July 12, 2006. The planning commission consider both the "yield" and the "cluster" subdivision design. The commission overwhelmingly supported the "cluster" concept and urged the applicants to pursue that option. The commission also supported use of non-treated water for outside irrigation. It was suggested that assurances be made that the larger agricultural lot could not be further subdivided at some point in the future. Further subdivision of the agricultural lot would violate the provisions of the County subdivision regulations and the applicants are willing to include a plat note restricting any further subdivision if the County feels that option is necessary. Review of subdivision sketch plans by the planning commission is a nonbinding examination. However, the applicants have taken steps to include the comments from the commission in the Preliminary Plan submittal.

Submittal Contents

The Lexie Meadows Cluster Subdivision application in conformance with the requirements of the Garfield County Subdivision Regulations includes the following information:

1. Preliminary plan map in conformance with Section 4:50 of the Garfield County Subdivision Regulations.
2. Proposed terms of reservations or dedication of sites for public and/or common facilities or use.
3. Project phasing.
4. Evidence of access to a public right-of-way to all lots in conformance with Colorado state law.
5. Total number of proposed off street parking spaces.
6. Geotechnical information.
7. Radiation evaluation?
8. Title commitment.
9. Site geology.
10. Soils map.
11. Vegetation map.
12. Wildlife information.
13. Drainage plan.
14. Water supply plan.
15. Sanitary sewage disposal plan.
16. Traffic report.
17. Draft covenants

Preliminary plan map in conformance with Section 4:50 of the Garfield County Subdivision Regulations.

Included in the submittal are the preliminary plan maps prepared by Boundaries Unlimited Inc. of Glenwood Springs, Colorado. The primary plan shows the original "Yield Plan" and the proposed "Cluster Plan". The Title Sheet index on sheet T-1 details the separate plans submitted.

Proposed terms of reservations are dedication of sites for public and/or common facilities or use.

All roadways within the project will be dedicated to Garfield County as public rights-of-way that will be privately maintained by the Homeowners Association. The community water system and appurtenant well, storage tank, irrigation storage pond and distribution system will be owned and operated by the Lexie Meadows Homeowners Association.

A 5-acre common open space, dedicated Park and drainage easement area centrally located in the project will be owned and maintained by the Homeowners Association.

Project phasing.

Lexie Meadows Estates will be developed in a single phase.

Evidence of access to a public right-of-way to all lots in conformance with Colorado state law.

The subject property borders Miller Lane (County Road 227), a publicly dedicated right-of-way, on the east boundary. All roadways within the project will be publicly dedicated rights-of-way. Each lot in Lexie Meadows Estates fronts on these publicly dedicated rights-of-way and access to each lot is proposed off the adjacent internal roadway.

Total number of proposed off street parking spaces.

Each lot in Lexie Meadows Estates will include four off-street parking spaces.

Geologic and Geotechnical information.

CTL Thomson Inc. completed a "Geologic Evaluation and Preliminary Geotechnical Investigation" for the site. The report included with this submittal is dated October 3, 2006 and is identified as Project No. GS04829-115. The report summary concludes that the engineers "did not observe any geologic conditions or geologic hazards that would preclude development of the site for the intended use."

Radiation survey.

CTL Thomson Inc. completed a radiation survey for the subject property on April 10, 2006 (Project No. GS4725-210). The investigation concluded that radiation readings on the property represent "normal background radiation for the area in Garfield County near the parcel and do not indicate contamination." A copy of the report is included as an attachment to this submittal.

Title commitment.

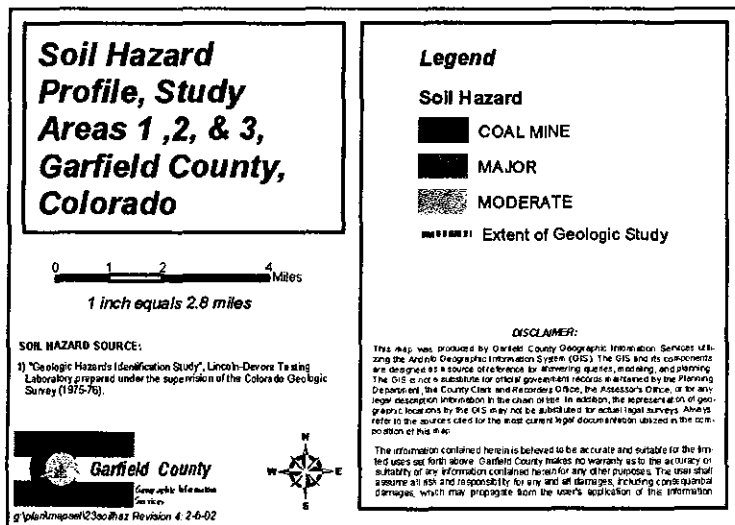
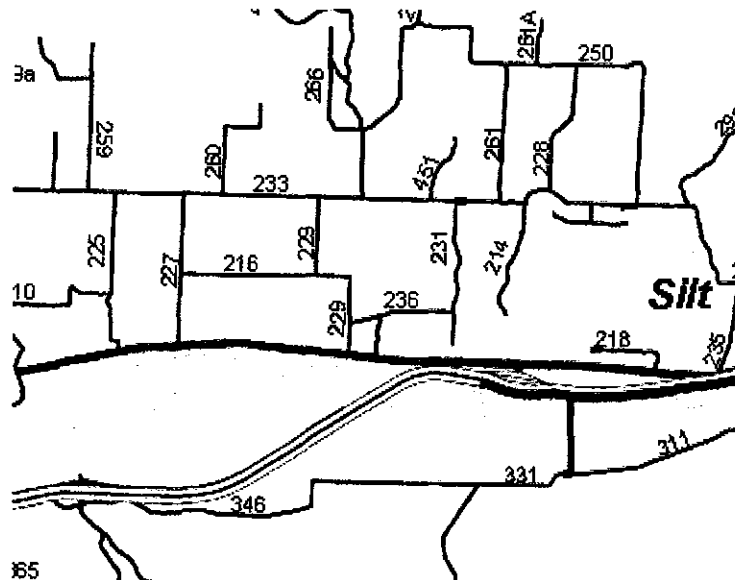
Stewart Title of Glenwood Springs prepared an Insurance Title Commitment for James Cagle Jr. identified as Order Number 20060048 with an effective date of January 6, 2006. A copy of the title commitment is included as an attachment to this submittal.

Site geology.

Site geology is described in the CTL Thomson Geologic Evaluation and Preliminary Geotechnical Investigation October 3, 2006 report mentioned previously under geologic and geotechnical information.

Soils map.

In addition to the geologic and geotechnical information prepared by CTL Thomson Inc., this submittal includes, as an attachment, a soils map from the USDA Natural Resources Conservation Service for the property. Site soils include (54) Potts loam, 1% to 3% slopes, (55) Potts loam, 3% to 6% slopes, (56) Potts loam, 6% to 12% slopes and (57) Potts loam, 6% to 12% slopes. Additionally, the Lexie Meadows Estates Drainage Study prepared by Boundaries Unlimited Inc. also includes a soils map and soils description. The Garfield County GIS department map below does not identify any soils hazards for the site.



Vegetation & Noxious Weed Management Plan.

An integrated vegetation and noxious weed management plan was prepared for the property by biologist Bill Clark of Clark Ecological. The research completed in August 2006 identifies existing site vegetation as well as noxious weeds. The currently is irrigated for agricultural purposes. The northerly portion of the site is dominated by perennial grasses and alfalfa. The southern half of the property is predominately

alfalfa and mixed grass hay. The attached report details the findings and recommendations made by Clark Ecological.

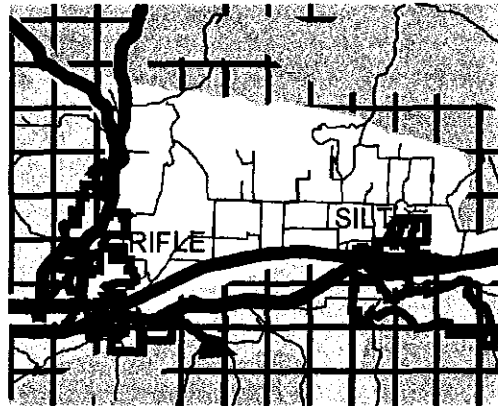
Wildlife information.

The following Garfield County GIS wildlife maps do not depict the site to be within elk or mule deer winter range. The other County GIS wildlife maps do not show migration corridors across the site. Because the site is and has been used for agricultural purposes, deer and elk may periodically graze the property. There are no known raptor roosts or nesting areas on or near the property. No threatened or endangered species have been identified on the property.

MULE DEER: Winter Range

Legend

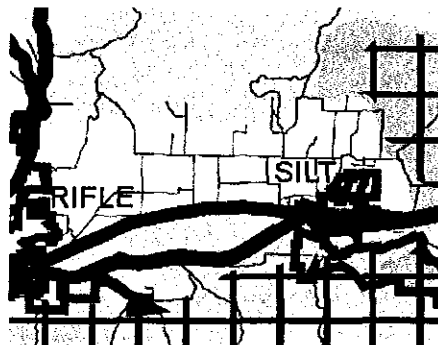
- Mule Deer, Migration Patterns
- ▨ Mule Deer, Winter Concentration Areas
- ▧ Mule Deer, Severe Winter Range
- ▩ Mule Deer, Winter Range



ELK: Winter Range

Legend

- Elk, Migration Patterns
- ▨ Elk, Winter Range
- ▧ Elk, Winter Concentration Areas
- ▩ Elk, Severe Winter Range



Drainage plan.

Boundaries unlimited Inc. prepared the attached September 27, 2006 drainage study (Project No. 2005-Cagle) for Lexie Meadows Estates. This report identifies hydrology and off-site drainage basins, a drainage plan and erosion control/best management practices recommendations.

Water supply plan.

Zancanella and Associates Inc. submitted a February 9, 2007 Lexie Meadows Estates water supply plan. This report details the proposed year-round potable water and surface water supply for the project. A single well will serve potable water needs. Lexie Well A will pump to a 200,000-gallon water storage tank on the northerly portion of the site. Gravity flow from the tank assisted by a booster pump and fire flow pump system will serve domestic uses in the project. 120 shares of Silt Project water will serve project irrigation needs and are sufficient to irrigate 42.7 acres of open space. The details of this water supply report are included as an attachment.

Sanitary sewage disposal plan.

Domestic wastewater treatment will be served by individual sewage disposal systems (ISDS) located on each lot. CTL Thomson Inc. performed percolation tests within the proposed building envelopes on the site. Percolation test results ranged between 27 and 160 minute/inch. Site conditions are favorable for the installation of engineered ISDS systems on each lot. In addition, this application includes a report prepared by All Septic Service of Glenwood Springs, Colorado detailing their percolation test results for the property. Details of the ISDS disposal systems analysis and percolation test results are included as attachments to this application.

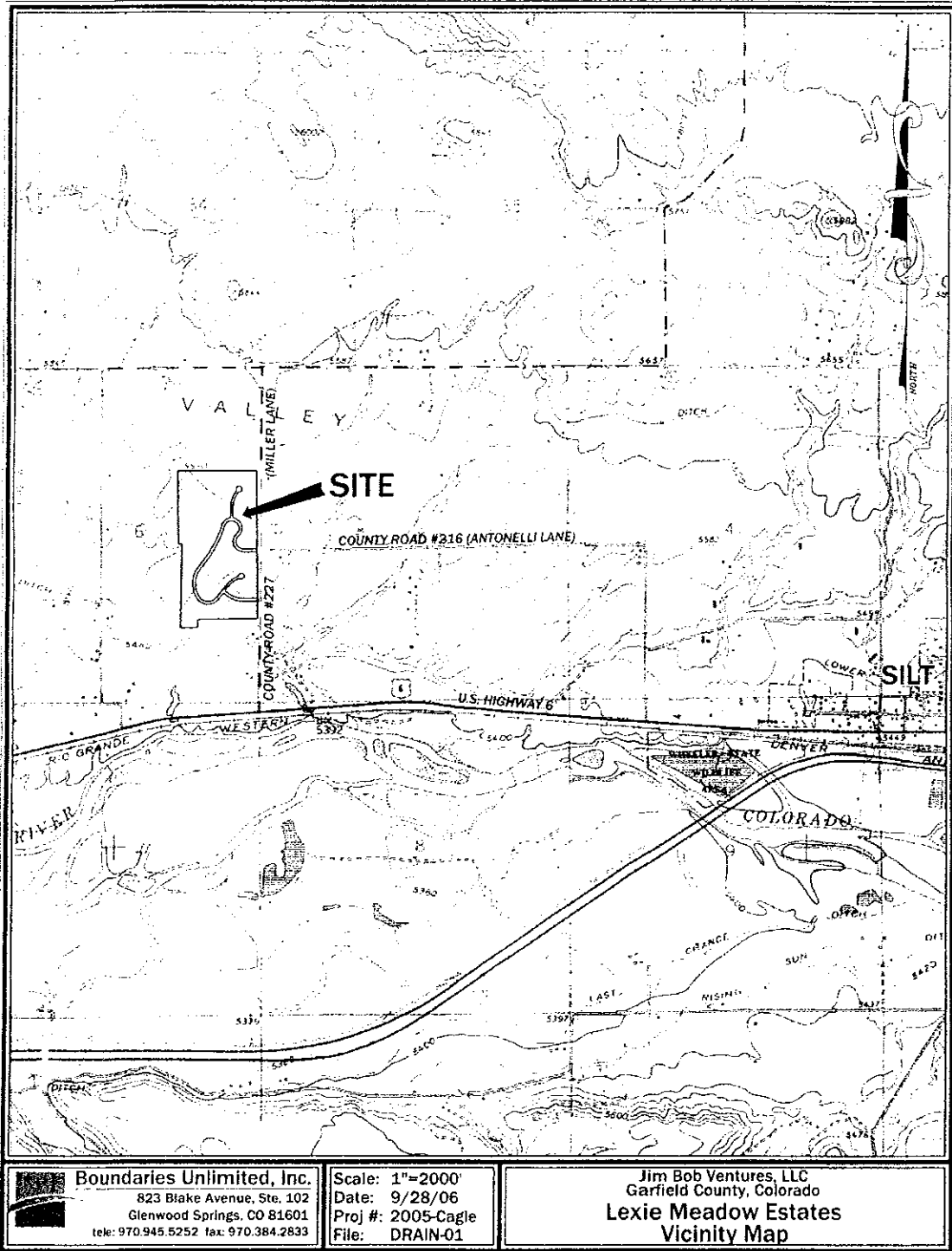
Traffic report.

Boundaries Unlimited Inc. completed an estimated traffic generation report based upon 37 single-family residences. Vehicle trips per day were estimated based upon the ITE trip generation manual, 6th Edition using 9.57 trips per day per residence. The project will generate an average daily traffic of 354.09. A copy of this analysis is included as an attachment to this submittal.

Wildfire mitigation plan.

This application also includes a Lexie Meadows Estates Wildfire Mitigation Plan. The details of this plan are included as an attachment. The site is an irrigated gently sloping pasture consisting of alfalfa and pasture grasses. Wildfire fuel sources are considered light and the wildfire hazards on the property are rated as low due to the level terrain and light fuels. The recommendations for the property are included in the attachment.

Vicinity Map



Boundaries Unlimited, Inc.
823 Blake Avenue, Ste. 102
Glenwood Springs, CO 81601
tele: 970.945.5252 fax: 970.384.2833

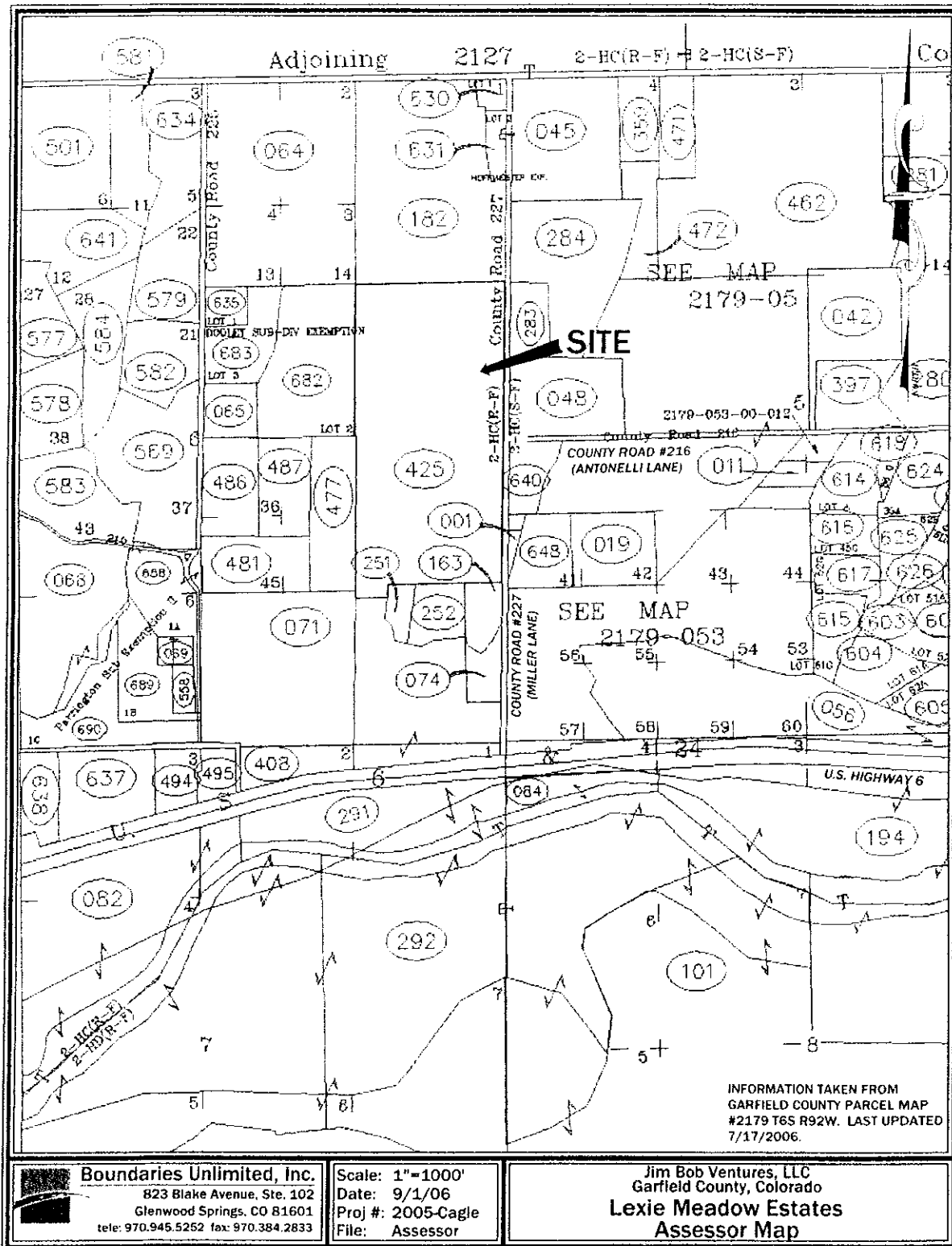
Scale: 1"=2000'
Date: 9/28/06
Proj #: 2005-Cagle
File: DRAIN-01

Jim Bob Ventures, LLC
Garfield County, Colorado
Lexie Meadow Estates
Vicinity Map

Adjoining Property Owners Within 200 Feet of The Property Boundary

Lexie Meadow Estates
ADJOINING NEIGHBOR LIST

First Name	Last Name	Address	City	State	Zip
Steve & Kathryn	Woolsey	277 Miller Lane	Rifle	CO	81650
Lisa	Caskey	275 Miller Lane	Rifle	CO	81650
Doreen	Fender	273 County Road 227	Rifle	CO	81650
Blaine & Colleen	Peters	400 County Road 227	Rifle	CO	81650
James & Gail	Wilson	382 County Road 227	Rifle	CO	81650
Doris	Chelewski	97 Miller Lane	Rifle	CO	81650
Terry & Victoria	Davis	PO Box 1926	Eagle	CO	81631
John & Gail	McDaid	4964 County Road 233	Rifle	CO	81650
Stephen & Theresa	Murphy	854 Antlers Lane	Rifle	CO	81650
William	Davis	0058 County Road 216	Rifle	CO	81650
James & Phyllis	Adams	608 County Road 227	Rifle	CO	81650
Earl	Keithley	0878 County Road 227	Rifle	CO	81650
Kevin & Lydia	Costanzo	514 County Road 225	Rifle	CO	81650
Franklin	Ryden	4860 County Road 233	Rifle	CO	81650
Sandra	Keithley	776 County Road 227	Rifle	CO	81650



Boundaries Unlimited, Inc.
 823 Blake Avenue, Ste. 102
 Glenwood Springs, CO 81601
 tel: 970.945.5252 fax: 970.384.2833

Scale: 1"=1000'
 Date: 9/1/06
 Proj #: 2005-Cagle
 File: Assessor

Jim Bob Ventures, LLC
 Garfield County, Colorado
Lexie Meadow Estates
 Assessor Map

**GEOLOGIC EVALUATION AND
PRELIMINARY GEOTECHNICAL INVESTIGATION
LEXIE MEADOW ESTATES
COUNTY ROAD 227
GARFIELD COUNTY, COLORADO**

Prepared For:

**J & L DEVELOPMENT, INC.
P. O. Box 2300
Grand Junction, CO 81502**

Attention: Mr. Jim Cagle

Project No. GS04829-115

October 3, 2006



TABLE OF CONTENTS

SCOPE	1
SUMMARY OF CONCLUSIONS	1
SITE DESCRIPTION	2
PROPOSED DEVELOPMENT	2
GEOLOGIC CONDITIONS AND HAZARDS	3
SUBSURFACE CONDITIONS	4
SITE EARTHWORK	5
Excavations	5
Road Grading	5
Utilities	6
Backfill	6
Pond Construction	7
PAVEMENTS	7
BUILDING FOUNDATIONS	9
SLAB-ON-GRADE CONSTRUCTION	10
BELOW-GRADE CONSTRUCTION	10
SUBSURFACE DRAINAGE	11
SURFACE DRAINAGE	11
LIMITATIONS	12
FIGURE 1 – GEOLOGIC MAP	
FIGURE 2 – APPROXIMATE LOCATIONS OF EXPLORATORY BORINGS	
FIGURES 3 THROUGH 5 – SUMMARY LOGS OF EXPLORATORY BORINGS	
APPENDIX A - LABORATORY TEST RESULTS	
APPENDIX B – GUIDELINE SITE GRADING RECOMMENDATIONS	
APPENDIX C – PAVEMENT CONSTRUCTION RECOMMENDATIONS	



SCOPE

This report presents the results of our geologic evaluation and preliminary geotechnical investigation for Lexie Meadow Estates proposed west of County Road 227 in Garfield County, Colorado. Our geologic evaluation was performed to identify geologic conditions at the site, judge their possible influence on the proposed development, and discuss preliminary mitigation concepts. Our geotechnical investigation involved exploratory drilling, laboratory testing on soils obtained from exploratory borings and engineering analysis to provide an overview of geotechnical considerations associated with development and construction at the site. The criteria presented in this report are intended for planning purposes only and not for design of specific structures. Site-specific geotechnical investigations will be required to provide design-level geotechnical engineering recommendations for each building after development and construction plans are further developed. A summary of our conclusions is presented below.

SUMMARY OF CONCLUSIONS

1. We did not observe any geologic conditions or geologic hazards that would preclude development of this site for the intended use.
2. Subsurface conditions encountered in our exploratory borings generally consisted of about 6 inches of clayey sand "topsoil" underlain by silty to sandy clay with lenses of silty to clayey sand to the maximum explored depth of 34 feet. Silty gravel and cobbles were encountered at 27 and 28 feet in borings TH-1 and TH-2, respectively. Free ground water was measured in our borings TH-1 through TH-4 at depths of 12 to 27 feet.
3. Pavement alternatives for the roads include full-depth asphalt pavement and asphalt pavement over aggregate base course. Recommendations for pavement sections and design and construction recommendations are in the report.
4. Our laboratory testing and experience indicate the undisturbed, natural soils at this site generally possesses potential for low amounts of volume change when wetted under foundation loads. The natural soils are suitable for reuse as fill for site grading.



5. Subsoils at the site consist predominantly of silty to sandy clay. We anticipate that most buildings at the site can be constructed on footing foundations supported on the undisturbed, natural soils with low to moderate risk of differential movement. Ground modification, such as sub-excavation and recompaction, could be required to reduce heave or consolidation potential below some buildings. Design-level geotechnical investigations should be performed to develop design and construction criteria for each building proposed at the site.
6. Our preliminary information indicates that slab-on-grade construction can be supported by the undisturbed, natural soils with low risk of potential differential movement. Subexcavation and recompaction of soils below slabs-on-grade may be required to reduce the risk of slab movement on some lots. Recommendations for slab-on-grade construction, based on site-specific subsurface conditions, should be developed during design-level geotechnical investigations for each building.
7. Exterior foundation drains should be installed around below-grade areas in the buildings. The recommended drain systems will depend on the type of construction actually planned for each building.

SITE DESCRIPTION

Lexie Meadow Estates is proposed on an approximately 70 acre parcel that is west of County Road 227 (aka Miller Lane) and County Road 216 (aka Antonelli Lane) in Garfield County (see Figure 1). Agricultural parcels are to the north, south and west. The site is an irrigated pasture. The Cactus Valley Ditch crosses the southwest corner of the property. We observed water flowing in the ditch. Ground surface on most of the site slopes gently down to the south and southwest. Irrigation water is applied with a mechanized sprinkler system. Shallow swales trend down to the southwest in the western and southwestern portion of the site.

PROPOSED DEVELOPMENT

The Lexie Meadow Estates Subdivision will be developed with about 37 single-family lots. Paved roads will be constructed to provide access to the lots. The proposed locations of lots and roads are shown on Figures 1 and 2. Construction of the proposed roads will not require significant cuts and fills. Several detention and



retention ponds may be constructed at the site. Construction plans have not been developed for the residences. We expect maximum foundation excavation depths of less than 10 feet. Design-level geotechnical investigations will be required for each building after plans are developed.

GEOLOGIC CONDITIONS AND HAZARDS

Based on U.S. Geologic Survey mapping of the Silt Quadrangle (Shroba and Scott, dated 2001) bedrock below the site consists of the Tertiary-aged Wasatch formation which overlies the upper Cretaceous-aged Mesa Verde Group. The Wasatch Formation is as thick as about 5,000 feet and is comprised of interbedded conglomeratic sandstone, sandstone, siltstone, mudstone and claystone. The Mesa Verde rocks are carbonaceous mudstone and fine to medium-grained, silty sandstone, siltstone, and claystone with beds and lenses of silty and sandy pebble and cobble conglomerate.

Surficial deposits on the north part of the site consist of eolian (loess) deposits (Qlo) from the late and middle Pleistocene. The surficial deposits in the south part of the property are Pleistocene-aged eolian deposits overlying older terrace alluvium of the late and middle Pleistocene (Qlo/Qto). The terrace alluvium is gravel and cobbles in a clayey to silty sand matrix. Eolian deposits at the site are wind-deposited silty to sandy clay and clayey to silty sand. An area of undivided alluvium and colluvium (Qac) is in the drainage swale in the west part of the property. Mapping indicates an exposure of the Shire Member (Tws) of the Wasatch Formation in the northwest part of the site. A map of interpreted geologic units is shown on Figure 1.

We observed no geologic conditions or hazards that would preclude development of the site for the intended use. As part of our geologic evaluation, we reviewed geologic hazards mapping by the Colorado Geologic Survey (Soule and Stover, dated 1985). The mapping did not identify any known geologic hazards at the site.



SUBSURFACE CONDITIONS

Subsurface conditions across the site were investigated by drilling ten exploratory borings at the approximate locations shown on Figure 2. Exploratory boring locations were chosen to characterize subsurface conditions across the site. Our borings were drilled using 4-inch diameter, solid-stem auger and a track-mounted drill rig. Exploratory drilling operations were directed by our project engineer who logged the soils encountered in borings and obtained samples for laboratory testing. Graphic logs of the soils encountered in our borings are presented on Figures 3 through 5.

The subsoils encountered in our exploratory borings generally consisted of about 6 inches of clayey sand "topsoil" underlain by silty to sandy clay with lenses of silty to clayey sand to the maximum explored depth of 34 feet. Silty gravel and cobbles were encountered at depths of 27 and 28 feet in TH-1 and TH-2, respectively. Observations during drilling and results of field penetration resistance tests indicated the clay was stiff to very stiff and the gravel was dense. Free ground water was measured in borings TH-1 through TH-4 at depths of 12 to 27 feet during drilling. PVC pipe was installed in TH-1, TH-3 and TH-8 to facilitate future water level measurements. Other borings were backfilled immediately after exploratory drilling was completed.

Samples obtained from our borings were returned to our laboratory where they were visually classified and typical samples were selected for testing. Six samples of the natural soils were selected for one-dimensional, swell-consolidation testing. In the test procedure, the samples at natural moisture content were loaded with 1,000 psf and then flooded. The resulting volume change (i.e., swell or consolidation) was then measured. The samples exhibited 1.4 percent consolidation to 1.0 percent swell. Samples tested contained 53 to 70 percent silt and clay size particles (passing the No. 200 sieve) and had liquid limits of 24 to 25 percent and plasticity indices of 6 to 9 percent. Laboratory test results are presented in Appendix A.



SITE EARTHWORK

The following sections discuss various aspects of site earthwork for development of the site. Guideline site grading recommendations are presented in Appendix B.

Excavations

We expect excavations in the soils at this site can be made with conventional, heavy-duty excavation equipment. Excavations in the planned development can likely be laid back to stable configurations without significant excavation retention systems. Sides of excavations and utility trenches should be sloped or shored to meet local, State, and Federal safety regulations. The natural soils at this site will primarily classify as Type B soils based on OSHA standards. Sandy soils may classify as Type C. Excavation slopes specified by OSHA are dependent upon types of soils and groundwater conditions encountered. OSHA recommends temporary construction slopes no steeper than 1 to 1 (horizontal to vertical) in Type B soils and 1.5 to 1 (horizontal to vertical) for Type C soils above the water table. Contractors should identify the soils encountered in excavations and refer to OSHA standards to determine appropriate slopes.

We measured ground water in our borings at the south side of the site at depths of 12 to 27 feet. In our opinion, the ground water is related to seepage from the Cactus Valley Ditch. Ground water could adversely affect excavations for buildings and utilities near the ditch. We expect dewatering can be accomplished by sloping trenches and excavation bottoms to gravity discharges or to sumps where water can be removed by pumping.

Road Grading

Fill will be required to construct the proposed roads. The road alignments should be stripped of vegetation, organic soils, and debris. The resulting ground



surface should be scarified to a depth of at least 6 inches, moisture-treated and compacted. We recommend proof-rolling with a heavy (18 kip/axle) pneumatic-tired vehicle such as a loaded, tandem dump truck. Soft areas should be reworked or otherwise stabilized prior to placing fill.

The natural soils at the site are generally suitable for reuse as fill, provided rocks larger than 6 inches in diameter, organics, and debris are removed. Fill should be placed in maximum 10-inch thick lifts, moisture-conditioned to within 2 percent of optimum moisture content, and compacted to at least 95 percent of standard Proctor (ASTM D 698) maximum dry density. Placement and compaction of fill should be observed and tested during construction.

Utilities

We believe the native soils at this site have low corrosion potential. We can perform resistivity testing to assist in judging corrosivity of the native soils, if desired. Water mains and other utilities may be constructed of common cast iron pipe. Some municipalities recommend cast iron fittings, joints, couplings and appurtenances be wrapped with polyethylene for corrosion protection regardless of soil resistivity.

We do not anticipate a high risk of degradation from soluble sulfate of concrete exposed to the soils. We recommend Type II modified cement be used for concrete storm sewer pipe, manholes, box culverts and other utility structures as a precaution.

Backfill

Properly compacted backfill in utility trenches is important to reduce subsequent consolidation of backfill soils and infiltration of surface water. Backfill soils should consist of the on-site soils, free of rocks larger than 6 inches in diameter, organic matter and debris. Backfill should be placed in thin lifts, moisture-conditioned to within 2 percent of optimum moisture content, and compacted to at



least 95 percent of standard Proctor (ASTM D 698) maximum dry density. Density and moisture content of backfill should be checked by a representative of our firm during construction.

Pond Construction

Several detention and retention ponds are proposed at the site. CTL | Thompson, Inc. should review plans for these structures. We recommend that ponds be provided with synthetic liners. The on-site soils free of rocks larger than 6 inches, organics and debris can generally be used as fill to construct pond embankments. Fill for embankments should be placed in loose lifts of 10 inches thick or less, moisture-treated to within 2 percent of optimum moisture content, and compacted to at least 98 percent of standard Proctor (ASTM D 698) maximum dry density. A representative of our firm should be called to check density and moisture content of fill during placement. Pond sides and embankments should be no steeper than 2 to 1 (horizontal to vertical). Slopes should be re-vegetated as soon as possible to reduce erosion.

PAVEMENTS

The undisturbed, natural soils and fill built with the on-site soils will classify as AASHTO Group A-4. We estimated an R-value of about 35 for the subgrade soils. The pavement design is based on the AASHTO design method. We used an Estimated Daily Load Application (EDLA) of 10 for the road. If the anticipated traffic loads are considerably different than those assumed, we should be informed so that we can review our recommendations. Based on our calculations, we recommend the following minimum pavement sections.



Pavement Classification	Full-Depth Asphalt Concrete	Asphalt Concrete & Aggregate Base Course	Portland Cement Concrete
Roads	5.5"	3.5" + 6"	6"

The alternatives above will perform adequately provided positive drainage is provided. The composite pavement section that includes aggregate base course involves slightly higher risk because water can infiltrate the base course and wet the subgrade soils.

Subgrade soils that will support pavements should be scarified, moisture-conditioned and compacted. We have included construction guidelines for flexible and rigid pavements in Appendix C.

The design of a pavement system is as much a function of the quality of the paving materials and construction as the support characteristics of the subgrade. The quality of each construction material is reflected by the strength coefficient used in the flexible pavement design calculations. If the pavement system is constructed of inferior material, then the life and serviceability of the pavement will be substantially reduced.

Design of asphaltic concrete assumes a strength coefficient of 0.40. Asphaltic concrete should be relatively impermeable to moisture and designed with crushed aggregates that have a minimum of 80 percent of the aggregate retained on the No. 4 sieve. Routine maintenance, such as sealing and repair of cracks and overlays at 5 to 7-year intervals, are necessary to achieve long-term performance of an asphalt system. We recommend application of a rejuvenating sealant such as fog seal after the first year. Deferring maintenance usually results in accelerated deterioration leading to higher future maintenance costs.



Our rigid pavement design is based on a modulus of rupture of 650 psi for Portland cement concrete. We recommend concrete contain a minimum of 610 pounds of cement per cubic yard and between 5 and 7 percent entrained air. A mix design should be prepared for this project using the aggregate and cement that will be used during construction. Control joints should separate concrete pavements into panels as recommended by ACI. No de-icing salts should be used on paving concrete for at least one year after placement.

A primary cause of early pavement deterioration is water infiltration into the pavement system. The addition of moisture usually results in softening of base course and subgrade and the eventual failure of the pavement. We recommend drainage be designed for rapid removal of surface runoff from pavement surfaces. Final grading should be carefully controlled so that design cross-slope is maintained and low spots in the subgrade which could trap water are eliminated. Portland cement concrete drainage pans with subsurface drains should be considered in areas where water will be flowing across pavement surfaces.

BUILDING FOUNDATIONS

Subsoils at the site consist predominantly of silty to sandy clay. Our laboratory testing and experience indicate that the undisturbed, natural soils generally possess potential for low amounts of volume change when wetted under typical residential building loads. We anticipate that most buildings at the site can be constructed on footing foundations supported by the undisturbed, natural soils. Ground modification, such as sub-excavation and recompaction, may be required to reduce heave or consolidation potential below some buildings. Design-level geotechnical investigations should be performed to develop design and construction criteria for each building proposed at the site.



SLAB-ON-GRADE CONSTRUCTION

Floors in garage and basement areas of similar residential buildings in the area are typically constructed as slabs-on-grade. Exterior concrete flatwork, such as patios, will likely be constructed adjacent to the buildings. Our preliminary information indicates that slab-on-grade construction can be supported by the undisturbed, natural soils with low potential risk of differential movement. Recommendations for slab support will be dependent on actual grading and construction plans. Subexcavation may be required to reduce the risk of slab movement on some lots. Recommendations for slab-on-grade construction for each building, based on site-specific subsurface conditions, should be developed during design-level geotechnical investigations.

BELOW-GRADE CONSTRUCTION

Foundation walls which extend below-grade must be designed for lateral earth pressures where backfill is not present to about the same extent on both sides of the wall. Many factors affect the values of the design lateral earth pressure. These factors include, but are not limited to, the type, compaction, slope and drainage of the backfill, and the rigidity of the wall against rotation and deflection. For a very rigid foundation wall where negligible or very little deflection will occur, an "at-rest" lateral earth pressure should be used in design. For walls which can deflect or rotate 0.5 to 1 percent of wall height (depending upon the backfill types), lower "active" lateral earth pressures are appropriate. Our experience indicates typical basement walls in residential buildings can deflect or rotate slightly under normal design loads, and that this deflection results in satisfactory wall performance. Thus, the earth pressures on the walls will likely be between the "active" and "at-rest" conditions. Actual earth pressure conditions and values can be developed during design-level geotechnical investigations.



SUBSURFACE DRAINAGE

Water from rain, and surface irrigation of landscaping frequently flows through relatively permeable backfill placed adjacent to a building and collects on the surface of relatively undisturbed soils at the bottom of the excavation. These sources of subsurface water can cause wetting of foundation soils, hydrostatic pressures on below-grade walls, and wet or moist conditions in below-grade areas after construction. We recommend installation of exterior foundation drains around below-grade areas in the buildings. The exterior foundation drains can likely consist of 4-inch diameter, slotted, PVC pipe encased in free draining gravel. A prefabricated drainage composite may be required adjacent to foundations walls. The drains should lead to positive gravity outlets, or to sump pits where water can be removed by pumping.

SURFACE DRAINAGE

Control of surface drainage is critical to the performance of foundations, floor slabs and concrete flatwork. The ground surface surrounding the exterior of buildings should be sloped to drain away from the buildings in all directions. The buildings should be provided with roof gutters and downspouts. Roof downspouts and drains should discharge well beyond the limits of all backfill. Splash blocks and downspout extensions should be provided at all discharge points. Plants used near foundation walls should be limited to those with low moisture requirements; irrigated grass should not be located within 5 feet of the foundations. Sprinklers should not discharge within 5 feet of the foundation and should be directed away from the buildings. Impervious plastic membranes should not be used to cover the ground surface immediately surrounding the buildings. These membranes tend to trap moisture and prevent normal evaporation from occurring. Geotextile fabrics can be used to control weed growth and allow some evaporation to occur.



LIMITATIONS

Our exploratory borings were spaced across the site to obtain a reasonably accurate picture of subsurface conditions. Variations in the subsurface conditions not indicated by our borings will occur. The recommendations and criteria presented in this report are intended for preliminary planning purposes and not for design of buildings or structures. A design-level geotechnical investigation should be performed for each building after construction plans are developed.

This investigation was conducted in a manner consistent with that level of care and skill ordinarily exercised by geotechnical engineers currently practicing under similar conditions in the locality of this project. No warranty, express or implied, is made. If we can be of further service or if you have questions regarding this report, please call.

Very Truly Yours

CTL | THOMPSON, INC.

Craig A. Burger, P.E.
Project Engineer

Reviewed by

James D. Kellogg, P.E.
Project Manager

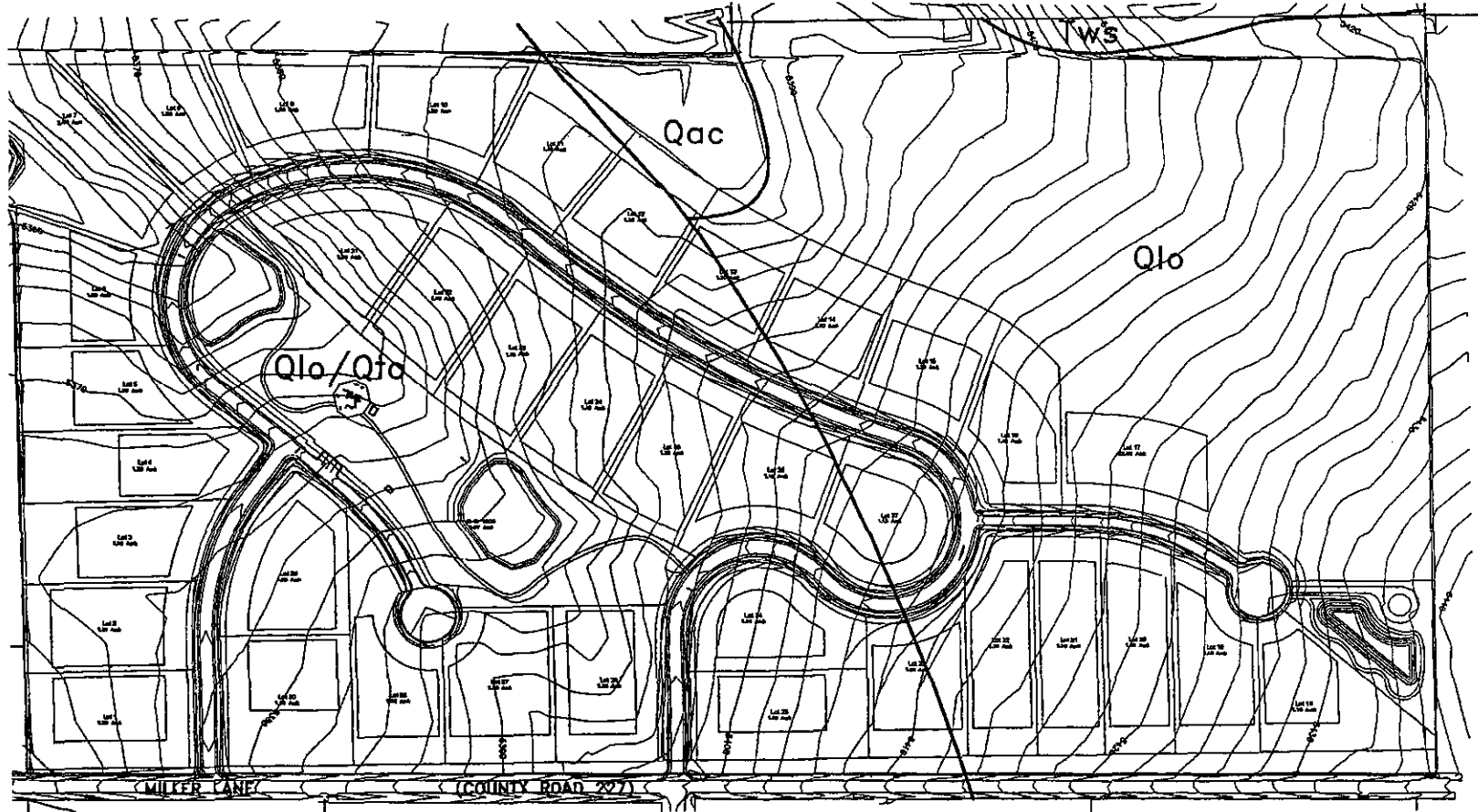
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(5 copies sent)



LEGEND

- | | | | |
|----------------|-------------------------------------|------------|--|
| Qlo | Loess (Late and Middle Pleistocene) | Qac | Undivided alluvium and colluvium (Holocene and late Pleistocene) |
| Qlo/Qta | Loess over older terrace alluvium | Tws | Shire member of Wasatch Formation |



Geologic Map

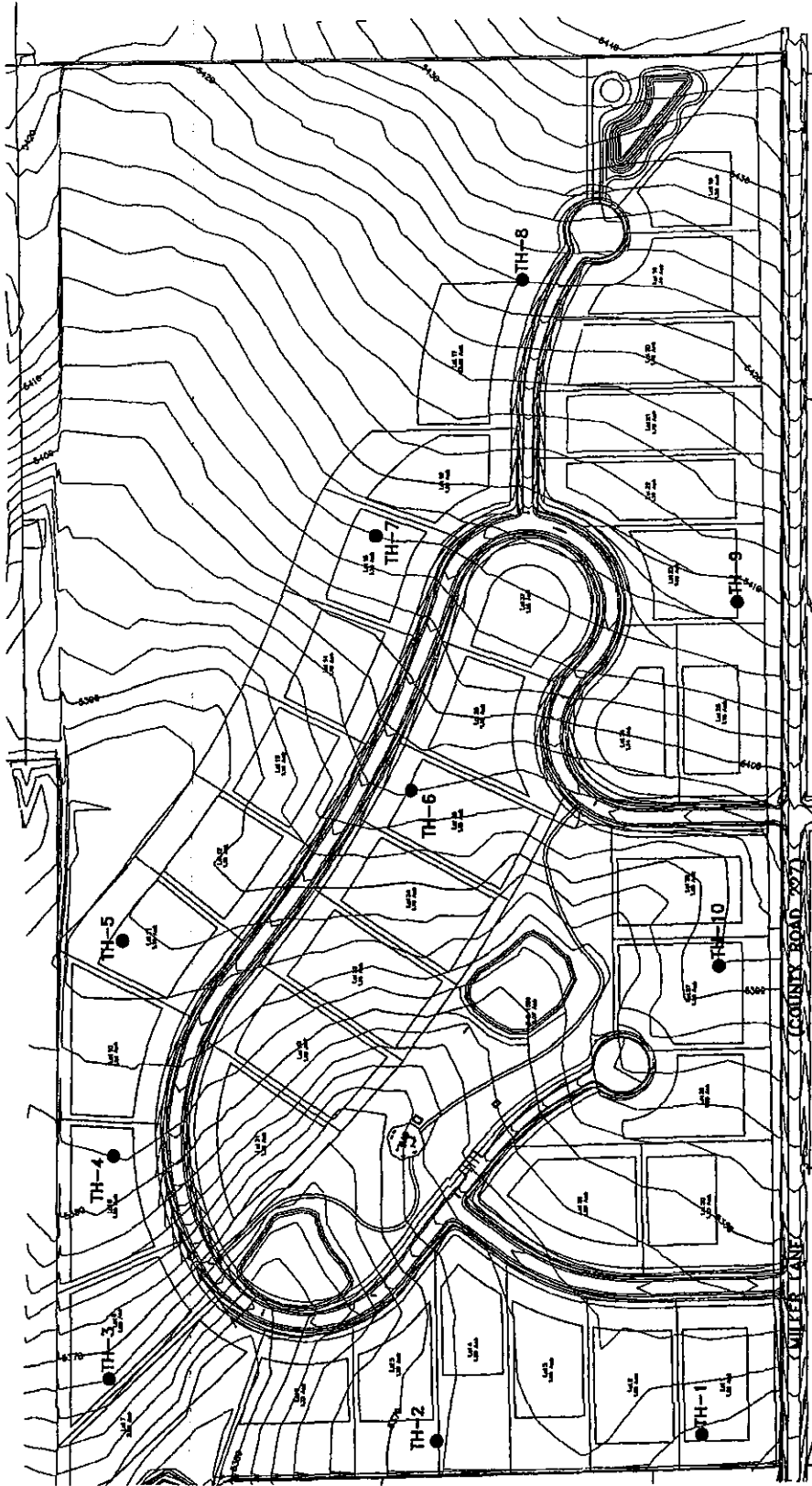
J & L Development, LLC
 Lando Meadow Estates
 Project No. GS04829-115

0804829_01 10/03/08 DWG



2

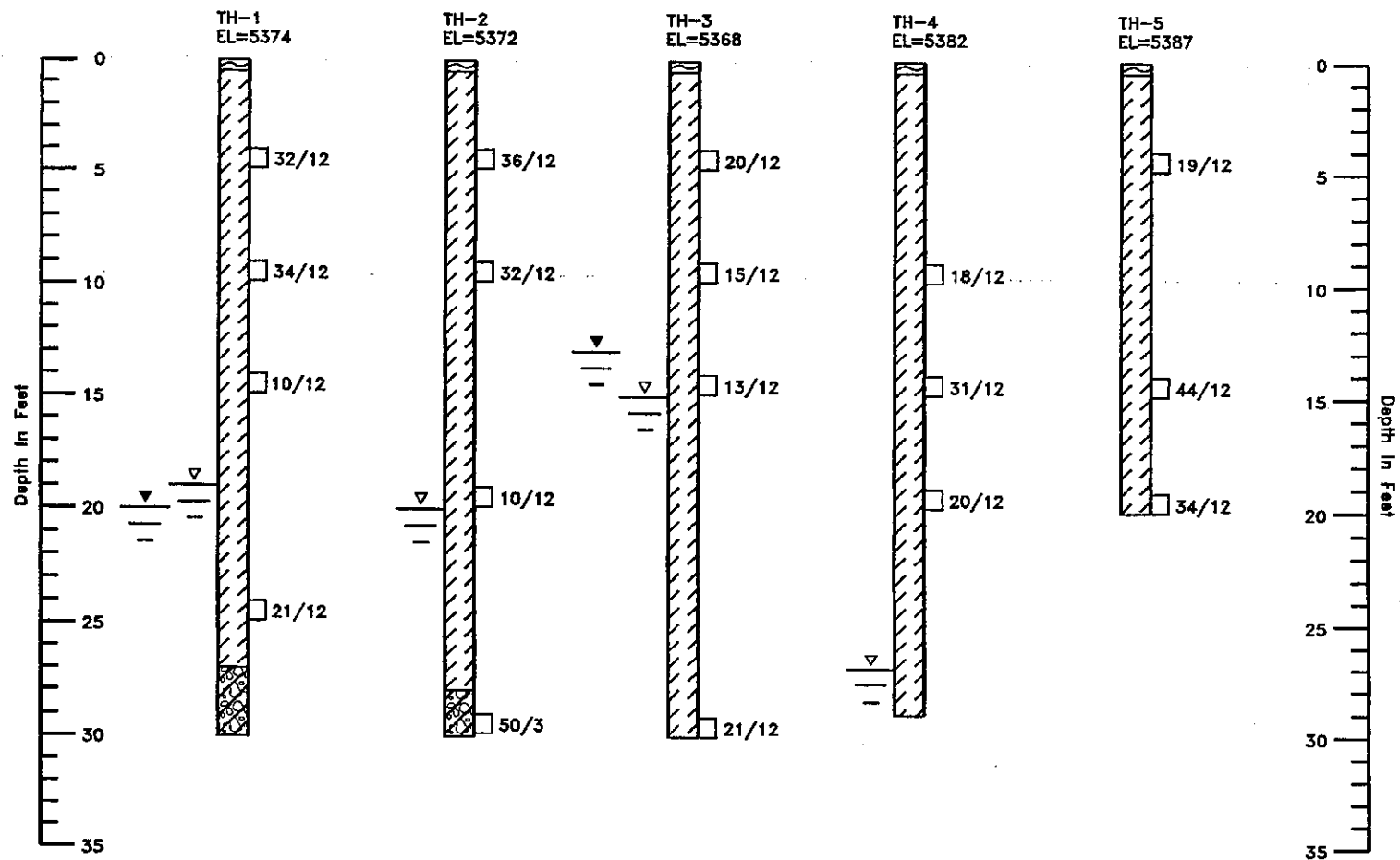
SCALE: 1" = 200'



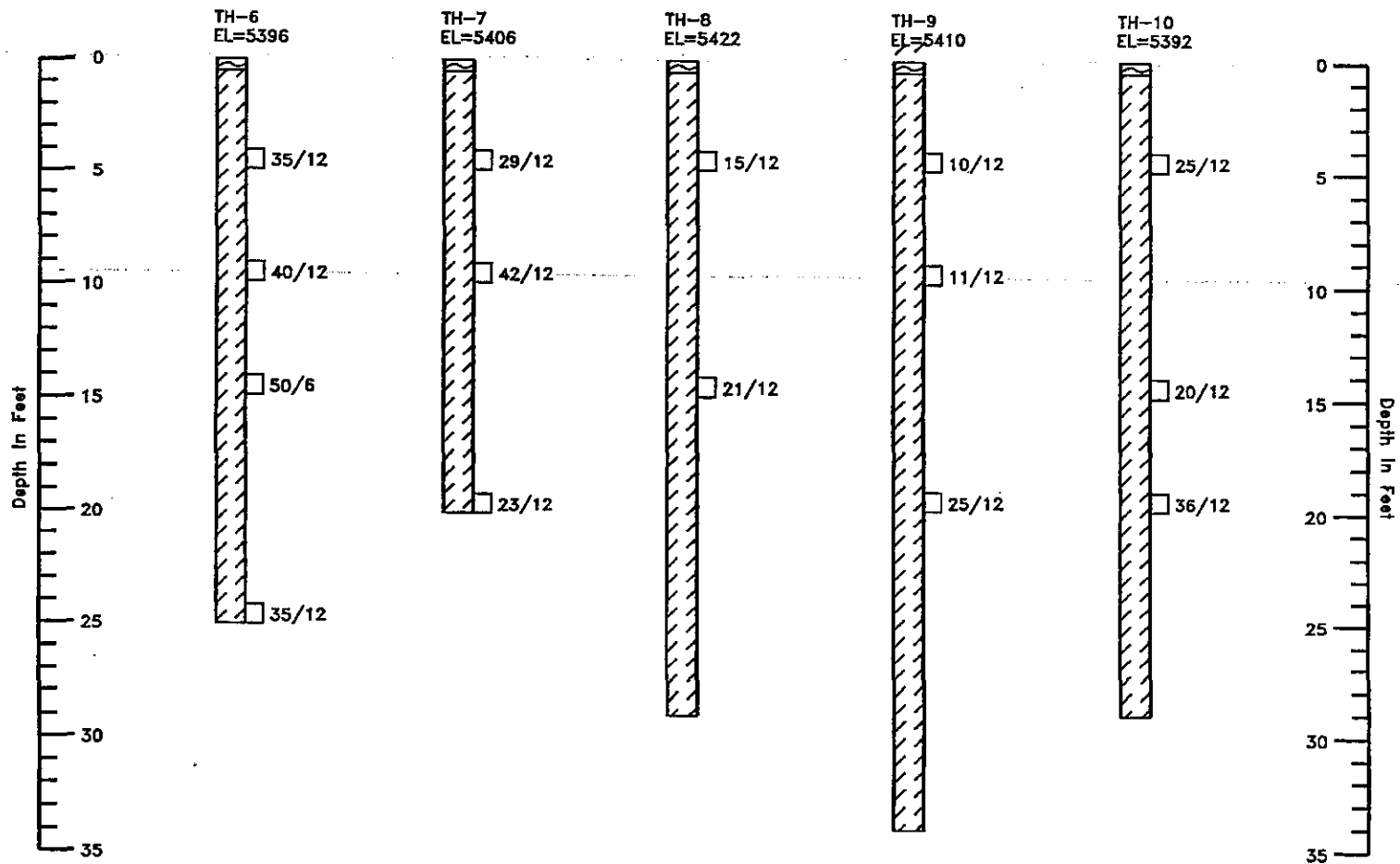
**Approximate
Locations of
Exploratory
Borings**

Fig. 2

J & L Development, LLC
Lands Meadow Estate
Project No. GS04829-115



SUMMARY LOGS OF EXPLORATORY BORINGS



SUMMARY LOGS OF EXPLORATORY BORINGS



LEGEND:



Clayey sand "topsoil", moist, brown.



Clay, silty to sandy, lenses of silty to clayey sand, stiff to very stiff, moist to very moist, light brown. (CL, CL-ML, SC-SM)



Gravel, cobbles, silty, dense, wet, gray. (GM)



Drive sample. The symbol 32/12 indicates that 32 blows of a 140 pound hammer falling 30 inches were required to drive a 2.5 inch O.D. California sampler 12 inches.



Indicates free ground water level measured on the day of drilling.



Indicates free ground water level measured on September 11, 2006.

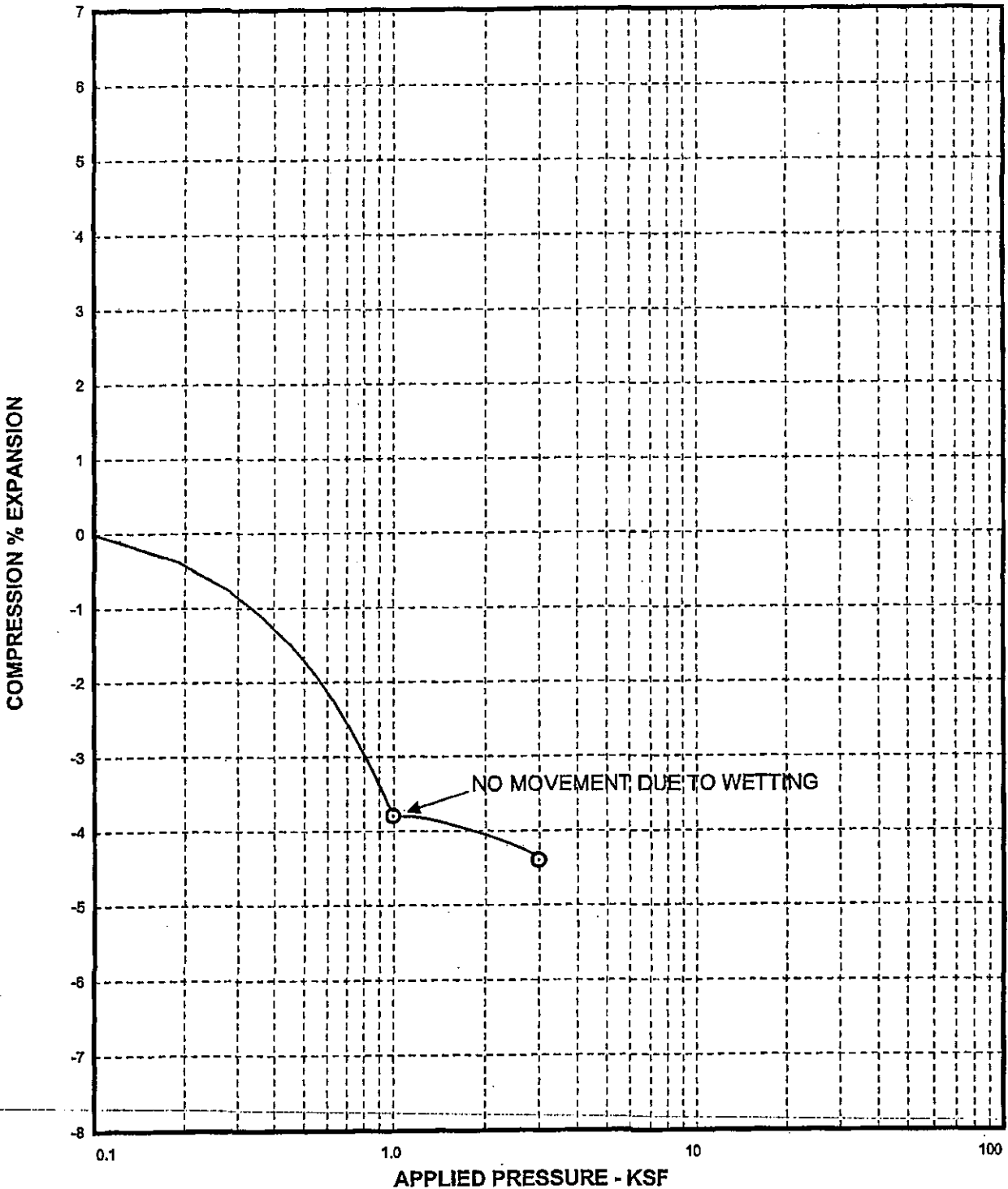
NOTES:

1. Exploratory borings were drilled on August 28, 2006 with 4-inch diameter, solid-stem auger and a track-mounted drill rig. PVC pipe was installed in TH-1, TH-3 and TH-8 to facilitate future ground water level measurements. Other borings were backfilled immediately after exploratory drilling operations were completed.
2. Locations and elevations of exploratory borings are approximate.
3. These exploratory borings are subject to the explanations, limitations and conclusions as contained in this report.

SUMMARY LOGS OF EXPLORATORY BORINGS



APPENDIX A
LABORATORY TEST RESULTS



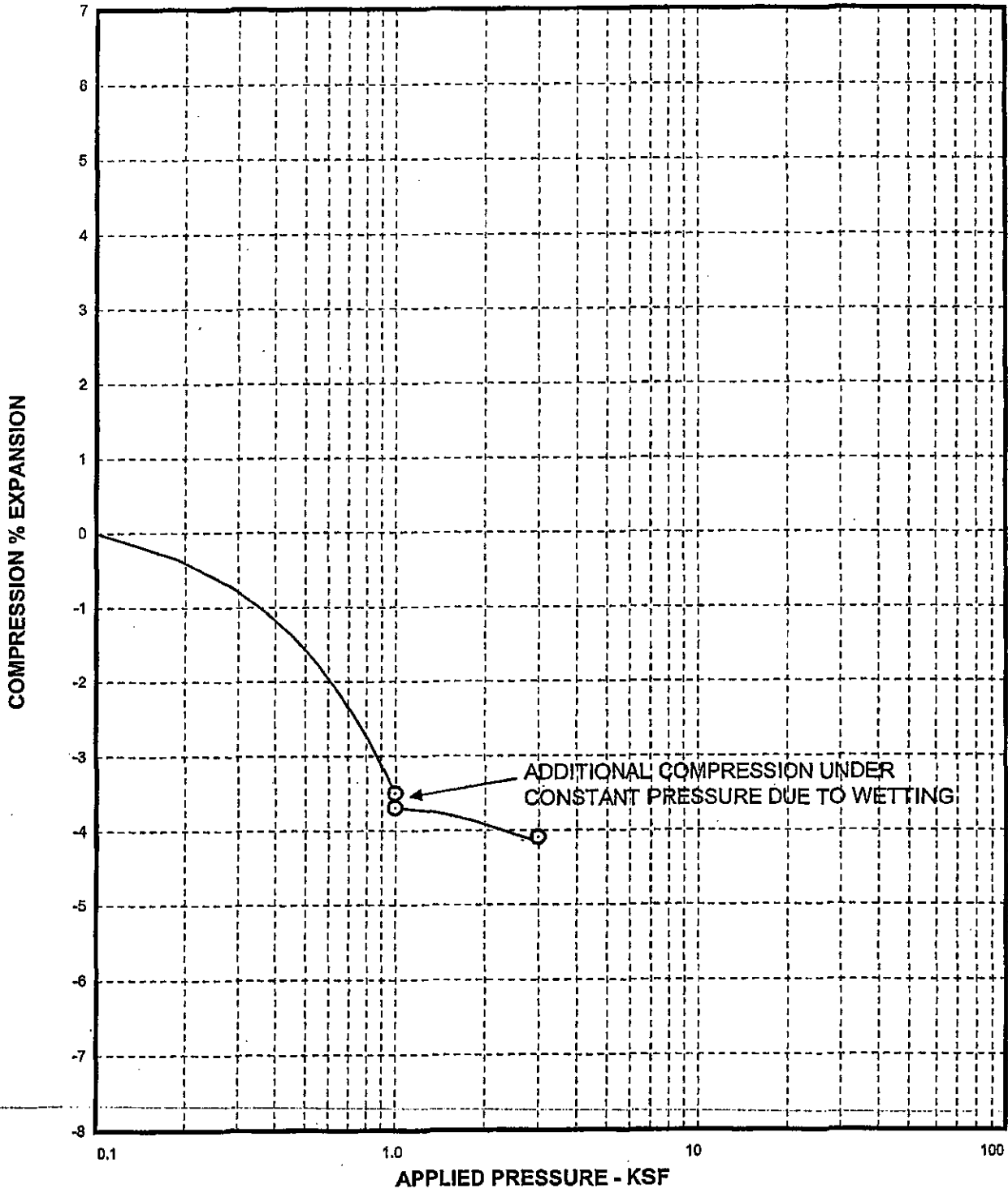
Sample of CLAY, SANDY (CL)
From TH-1 AT 9 FEET

NATURAL DRY UNIT WEIGHT= 117 PCF
NATURAL MOISTURE CONTENT= 9.1 %

PROJECT NO. GS04829-115

Swell Consolidation Test Results

FIG. A - 1



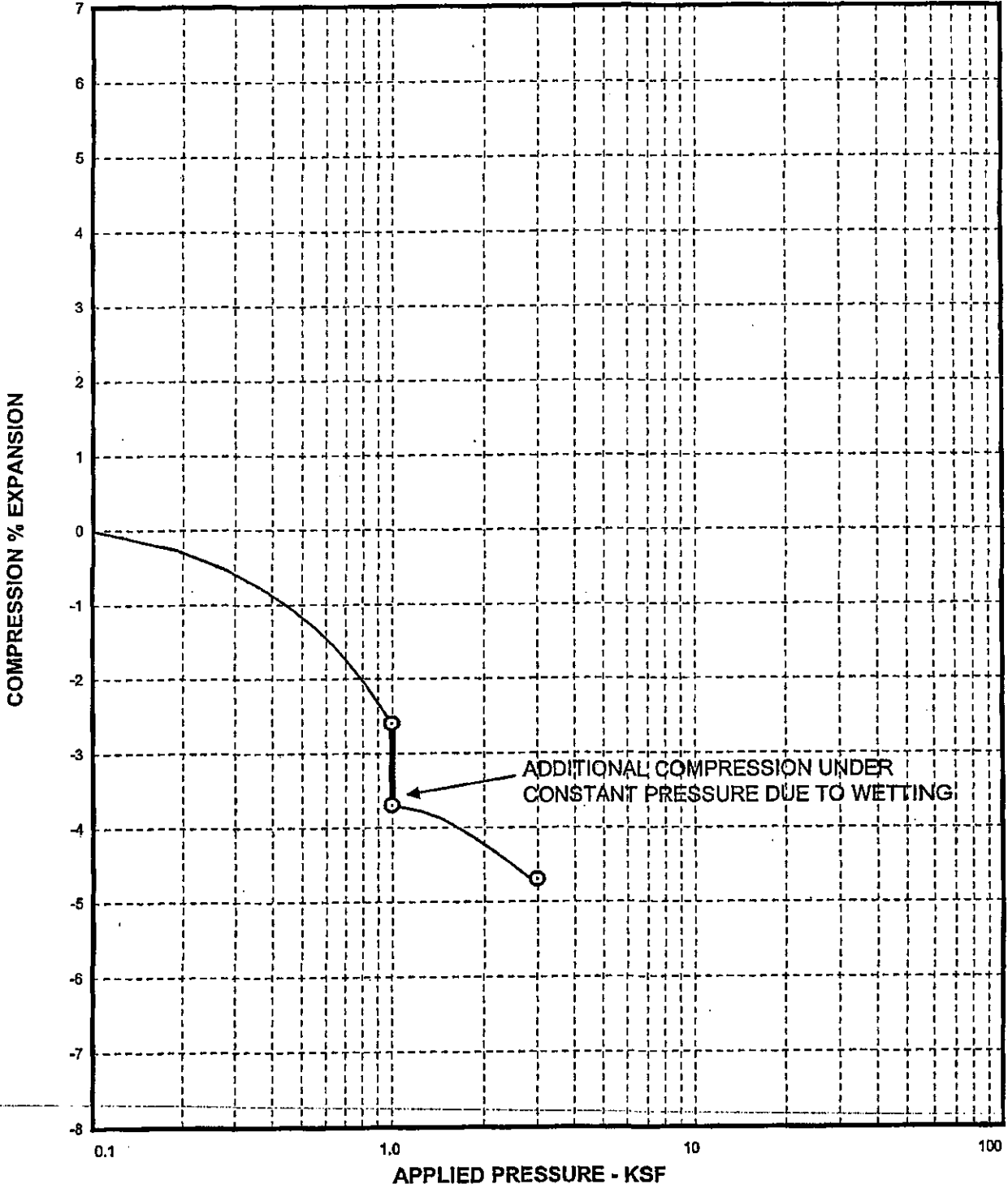
Sample of CLAY, SILTY, SANDY (CL-ML)
From TH-4 AT 9 FEET

NATURAL DRY UNIT WEIGHT= 110 PCF
NATURAL MOISTURE CONTENT= 16.9 %

Swell Consolidation Test Results

PROJECT NO. GS04829-115

FIG. A - 2

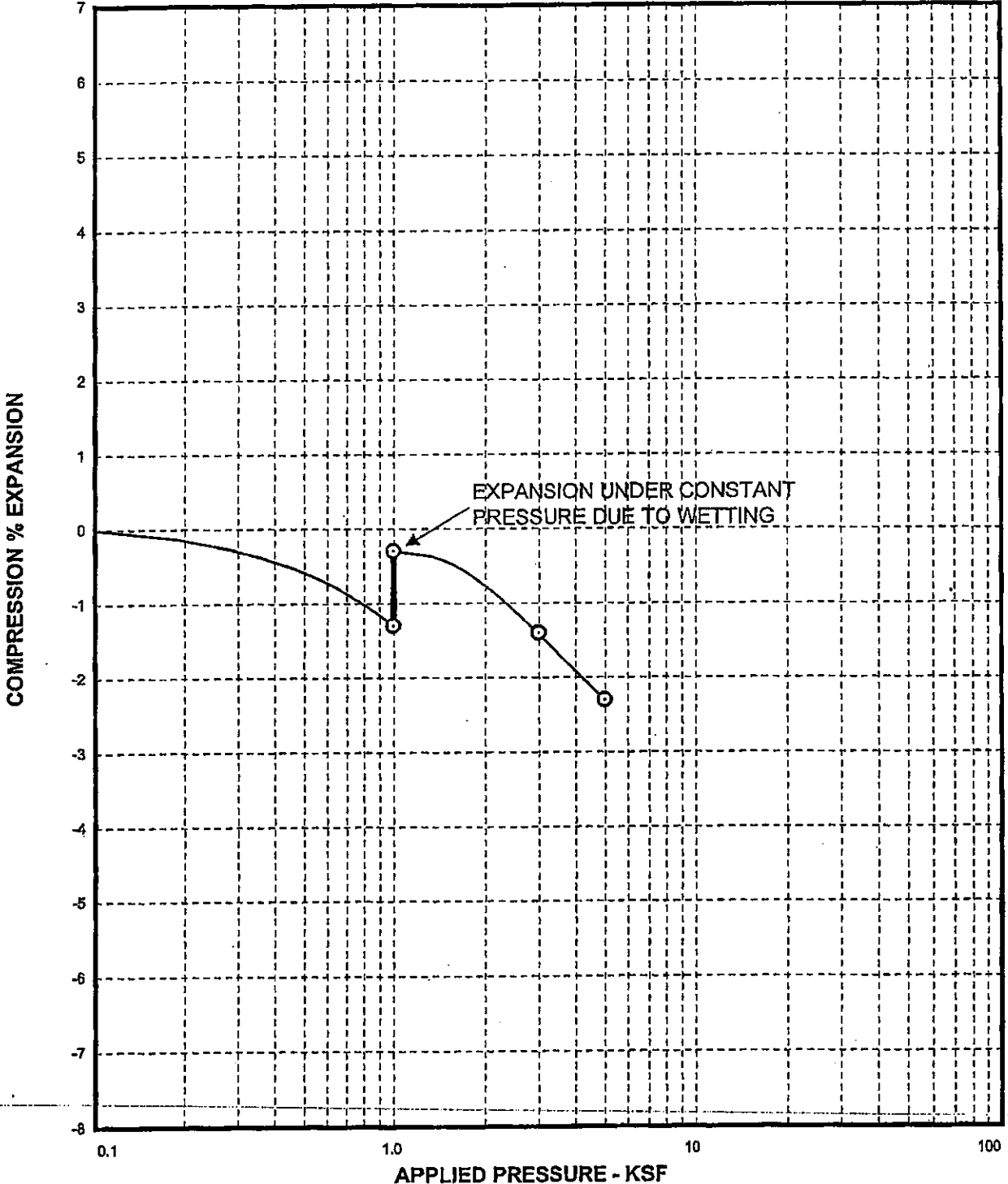


Sample of CLAY, SILTY, SANDY (CL-ML) NATURAL DRY UNIT WEIGHT= 91 PCF
From TH-5 AT 4 FEET NATURAL MOISTURE CONTENT= 4.8 %

Swell Consolidation Test Results

PROJECT NO. GS04829-115

FIG. A - 3

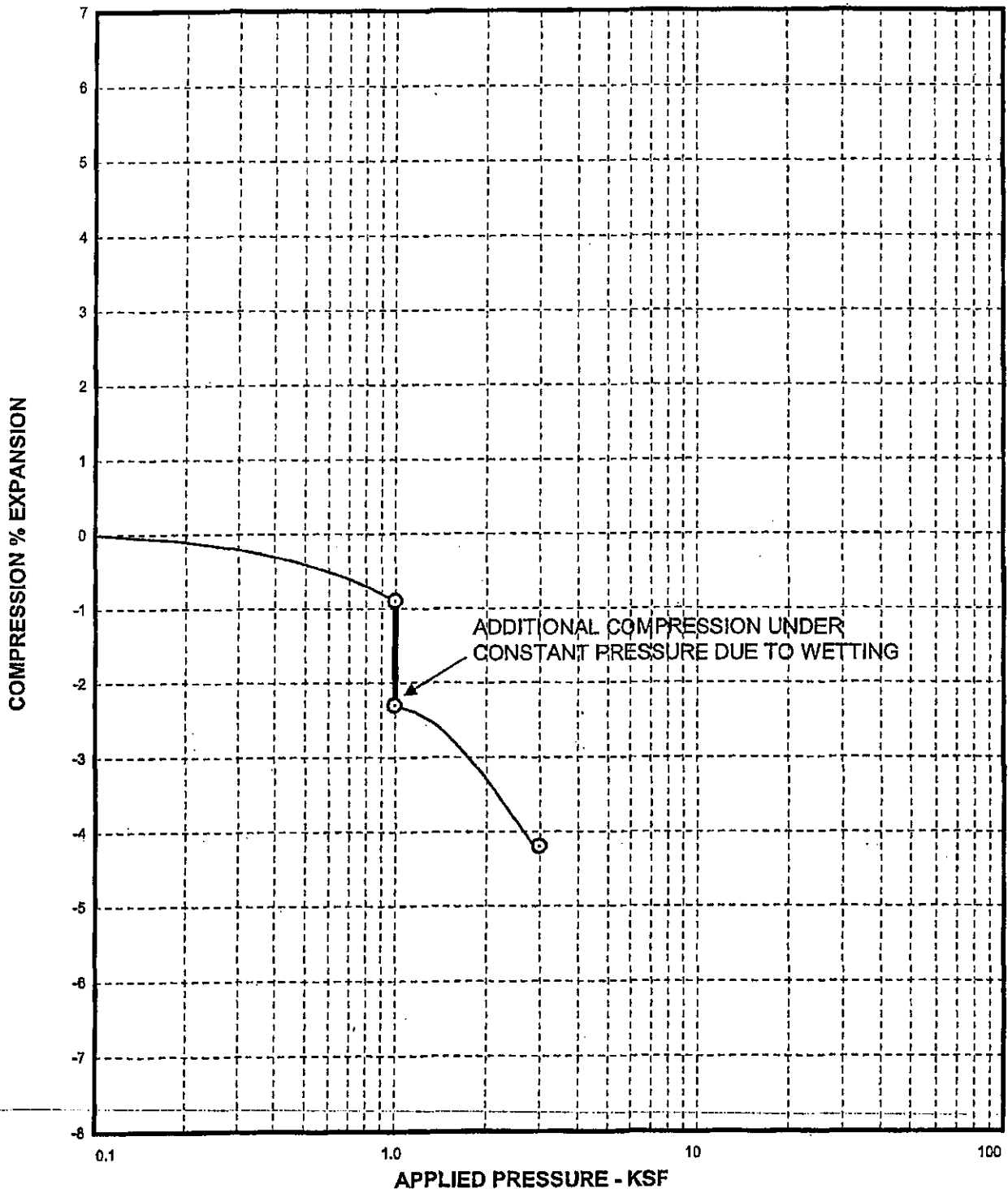


Sample of CLAY, SANDY (CL) NATURAL DRY UNIT WEIGHT= 112 PCF
From TH-6 AT 9 FEET NATURAL MOISTURE CONTENT= 7.3 %

Swell Consolidation Test Results

PROJECT NO. GS04829-115

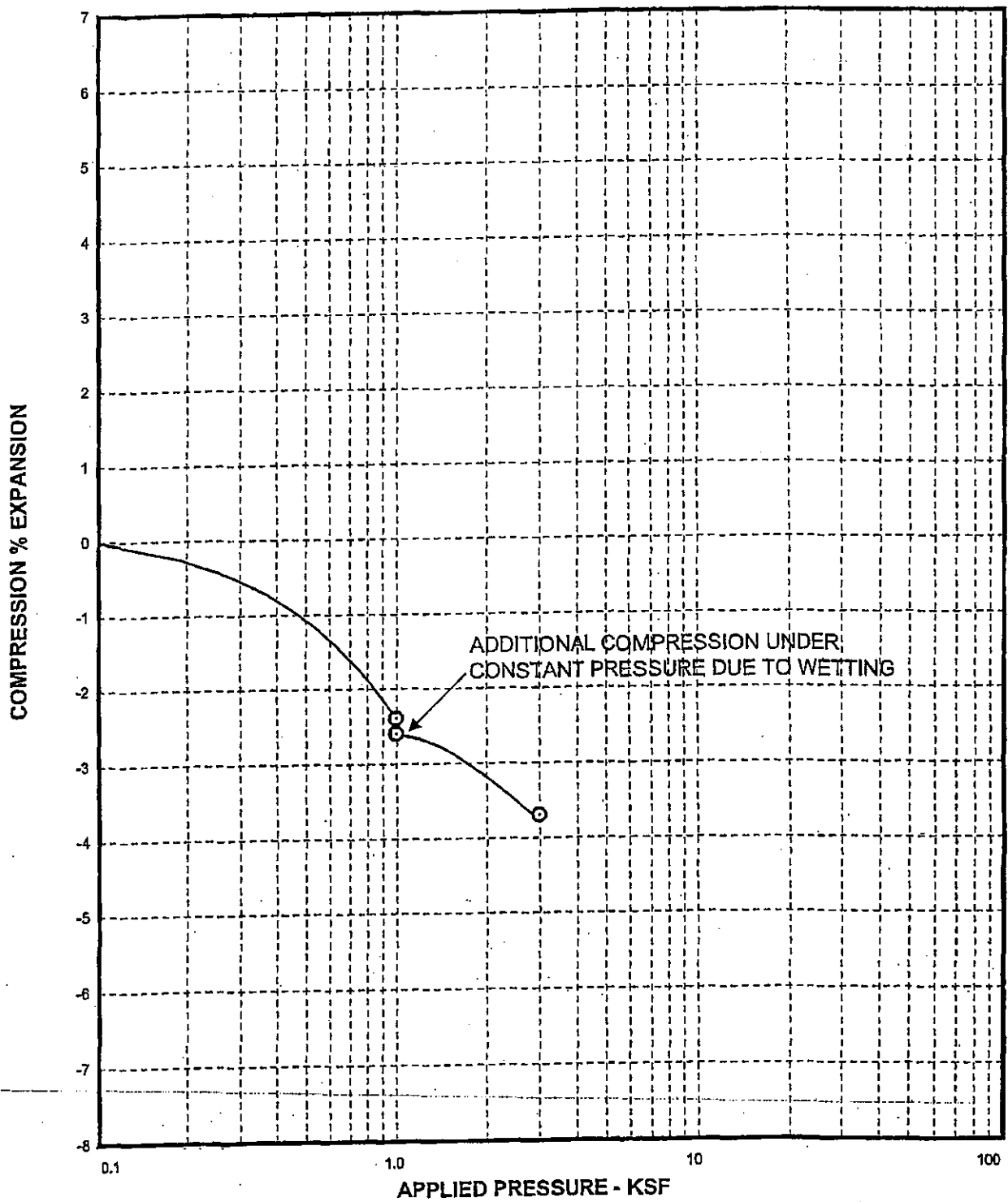
FIG. A - 4



Sample of CLAY, SILTY, SANDY (CL-ML)
From TH-7 AT 4 FEET

NATURAL DRY UNIT WEIGHT= 94 PCF
NATURAL MOISTURE CONTENT= 5.1 %

Swell Consolidation Test Results



Sample of CLAY, SANDY (CL)
From TH-10 AT 14 FEET

NATURAL DRY UNIT WEIGHT= 115 PCF
NATURAL MOISTURE CONTENT= 9.7 %

Swell Consolidation Test Results

TABLE A - I

SUMMARY OF LABORATORY TEST RESULTS

BORING	DEPTH (FEET)	NATURAL MOISTURE (%)	NATURAL DRY DENSITY (PCF)	SWELL* (%)	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH (PSF)	SOLUBLE SULFATES (%)	PASSING NO. 200 SIEVE (%)	SOIL CLASSIFICATION
					LIQUID LIMIT (%)	PLASTICITY INDEX (%)				
TH-1	4	10.1	116		24	9				CLAY, SANDY (CL)
TH-1	9	9.1	120	0.0						CLAY, SANDY (CL)
TH-2	4	6.1	108					70		CLAY, SANDY (CL)
TH-3	9	23.2	104		25	6				CLAY, SILTY, SANDY (CL-ML)
TH-4	9	16.9	110	-0.2						CLAY, SILTY, SANDY (CL-ML)
TH-5	4	4.8	91	-1.1						CLAY, SILTY, SANDY (CL-ML)
TH-6	9	7.3	112	1.0						CLAY, SANDY (CL)
TH-7	4	5.1	94	-1.4						CLAY, SILTY, SANDY (CL-ML)
TH-8	4	11.4	113					53		CLAY, SANDY (CL)
TH-9	19	9.5	119					53		CLAY, SANDY (CL)
TH-10	14	9.7	115	-0.2						CLAY, SANDY (CL)

*Note: Swell due to wetting under an applied load of 1,000 psf. Negative values indicate consolidation.



APPENDIX B
GUIDELINE SITE GRADING RECOMMENDATIONS
LEXIE MEADOW ESTATES
GARFIELD COUNTY, COLORADO



**GUIDELINE SITE GRADING SPECIFICATIONS
LEXIE MEADOW ESTATES
GARFIELD COUNTY, COLORADO**

1. DESCRIPTION

This item shall consist of the excavation, transportation, placement and compaction of materials from locations indicated on the plans, or staked by the Engineer, as necessary to achieve preliminary ground surface elevations. These specifications shall also apply to compaction of materials that may be placed outside of the project.

2. GENERAL

The Geotechnical Engineer shall be the Owner's representative. The Geotechnical Engineer shall approve fill materials, method of placement, moisture content and percent compaction, and shall give written approval of the completed fill.

3. CLEARING JOB SITE

The Contractor shall remove all buildings, structures, trees, brush and rubbish before excavation or fill placement is begun. The Contractor shall dispose of the cleared material to provide the Owner with a clean, neat appearing job site. Cleared material shall not be placed in areas to receive fill where the material will support structures of any kind.

4. SCARIFYING AREA TO BE FILLED

All topsoil and organic matter shall be removed from the ground surface upon which fill is to be placed. The surface shall then be plowed or scarified to a depth of at least 6 inches until the surface is free from ruts, hummocks or other uneven features which would prevent uniform compaction by the equipment to be used.

5. BENCHING OF NATURAL SLOPES

Where natural slopes are steeper than 20 percent (5 horizontal to 1 vertical) in grade and the placement of fill is required, cut benches shall be excavated into the natural slopes to facilitate placement of fill. Benches shall be wide enough to accommodate large earthmoving and compaction equipment. Fill shall be placed on excavated benches as outlined within these site grading specifications.

6. COMPACTING AREA TO BE FILLED

After the foundation for the fill has been cleared and scarified, it shall be brought to the proper moisture content (within 2 percent of optimum) and compacted to at least 95 percent of maximum density as determined in accordance with ASTM D 698. The foundation materials shall be worked, stabilized, or removed and replaced if



necessary in accordance with the Geotechnical Engineer's recommendations in preparation for fill.

7. FILL MATERIALS

Structural fill below buildings should consist of the on-site soils free of rocks larger than 4 inches, organics and debris. Fill outside the building footprint can consist of the on-site soils free from organic matter or other deleterious substances, and rocks with diameters greater than six (6) inches. Fill materials shall be obtained from cut areas shown on the plans or staked in the field by the Engineer or imported to the site. Soils with significant percentage of organics, concrete, asphalt, and other deleterious materials or debris shall not be used as fill. Samples of desired import soils should be submitted to the Geotechnical Engineer for approval prior to hauling.

8. MOISTURE CONTENT

Fill materials shall be moisture treated to within limits of optimum moisture content specified in "Moisture Content and Density Criteria." Sufficient laboratory compaction tests shall be made to determine the optimum moisture content for the various soils encountered in borrow areas or imported to the site.

The Contractor may be required to add moisture to the excavation materials in the borrow area if, in the opinion of the Geotechnical Engineer, it is not possible to obtain uniform moisture content by adding water on the fill surface. The contractor will be required to rake or disc the fill soils to provide uniform moisture content through the soils.

The application of water to embankment materials shall be made with any type of watering equipment approved by the Geotechnical Engineer, which will give the desired results. Water jets from the spreader shall not be directed at the embankment with such force that fill materials are washed out.

Should too much water be added to any part of the fill, such that the material is too wet to permit the desired compaction from being obtained, rolling and all work on that section of the fill shall be delayed until the material has been allowed to dry to the required moisture content. The Contractor will be permitted to rework wet material in an approved manner to hasten its drying.

9. COMPACTION OF FILL AREAS

Selected fill material shall be placed and mixed in evenly spread layers. After each fill layer has been placed, it shall be uniformly compacted to not less than the specified percentage of maximum density given in "Moisture Content and Density Criteria." Fill materials shall be placed such that the thickness of loose material does not exceed 10 inches and the compacted lift thickness does not exceed 6 inches.



Compaction, as specified above, shall be obtained by the use of sheepsfoot rollers, multiple-wheel pneumatic-tired rollers, or other equipment approved by the Geotechnical Engineer. Compaction shall be accomplished while the fill material is at the specified moisture content. Compaction of each layer shall be continuous over the entire area.

10. MOISTURE CONTENT AND DENSITY CRITERIA

Structural fill below buildings shall be substantially compacted to at least 100 percent of maximum ASTM D 698(AASHTO T 99) dry density within 2 percent of optimum moisture content. Fill material outside the building footprint shall be substantially compacted to at least 95 percent of maximum ASTM D 698 (AASHTO T 99) dry density within 2 percent of optimum moisture content.

11. COMPACTION OF SLOPES

Fill slopes shall be compacted by means of sheepsfoot rollers or other suitable equipment. Compaction operations shall be continued until slopes are stable, but not too dense for planting, and there is no appreciable amount of loose soil on the slopes. Compaction of slopes may be done progressively in increments of three to five feet (3' to 5') in height or after the fill is brought to its total height. Final fill and cut slopes can be graded at 2 to 1 (horizontal to vertical), provided erosion protection is present.

12. DENSITY TESTS

Field density tests shall be made by the Geotechnical Engineer at locations and depths of his choosing. Where sheepsfoot rollers are used, the soil may be disturbed to a depth of several inches. Density tests shall be taken in compacted material below the disturbed surface. When density tests indicate the density or moisture content of any layer of fill or portion thereof is below that required, the particular layer or portion of the fill shall be reworked until the required density or moisture content has been achieved.

13. INSPECTION AND TESTING OF FILL

Inspection by the Geotechnical Engineer shall be full-time during the placement of fill and compaction operations so that they can declare the fill was placed in general conformance with project specifications. All inspections necessary to test the placement of fill and observe compaction operations will be at the expense of the Owner.

14. SEASONAL LIMITS

No fill material shall be placed, spread or rolled while it is frozen, thawing, or during unfavorable weather conditions. When work is interrupted by heavy precipitation, fill operations shall not be resumed until the Geotechnical Engineer indicates the moisture content and density of previously placed materials are as specified.



15. NOTICE REGARDING START OF GRADING

The contractor shall submit notification to the Geotechnical Engineer and the owner advising them of the start of grading operations at least two (2) week in advance of the starting date. Notification shall also be submitted at least 1 week in advance of any resumption dates when grading operations have been stopped for any reason other than adverse weather conditions.

16. REPORTING OF FIELD DENSITY TESTS

Density tests made by the Geotechnical Engineer, as specified under "Density Tests" above, shall be submitted progressively to the Owner. Dry density, moisture content and percentage compaction shall be reported for each test taken.

17. DECLARATION REGARDING COMPLETED FILL

The Geotechnical Engineer shall provide a written declaration stating that the site was filled with acceptable materials, and was placed in general accordance with the project specifications.



APPENDIX C

PAVEMENT CONSTRUCTION RECOMMENDATIONS



FLEXIBLE PAVEMENT CONSTRUCTION RECOMMENDATIONS

Experience has shown that construction methods can have a significant effect on the life and serviceability of a pavement system. We recommend the proposed pavement be constructed in the following manner:

1. Natural soils should be stripped of organic matter, scarified, moisture treated, and compacted. We recommend the top one foot of the subgrade be moisture treated to within 2 percent of optimum moisture content. Soils should be compacted to at least 95 percent of maximum standard Proctor dry density (ASTM D 698, AASHTO T 99). Moisture treatment and compaction recommendations also apply where additional fill is necessary.
2. Utility trenches and all subsequently placed fill should be properly compacted and tested prior to paving. As a minimum, fill should be compacted to 95 percent of maximum standard Proctor dry density (ASTM D 698, AASHTO T 99).
3. If areas of soft or wet subgrade are encountered, the material should be sub-excavated and replaced with properly compacted structural backfill. Where extensively soft, yielding subgrade is encountered, we recommend the excavation be inspected by a representative of our office
4. Asphaltic concrete should be hot plant-mixed material compacted to at least 95 percent of maximum Marshall density. The temperature at laydown time should be near 275 degrees F. The maximum compacted lift should be 3.0 inches and joints should be staggered.
5. The subgrade preparation and the placement and compaction of all pavement material should be observed and tested. Compaction criteria should be met prior to the placement of the next paving lift.



RIGID PAVEMENT CONSTRUCTION RECOMMENDATIONS

Rigid pavement sections are not as sensitive to subgrade support characteristics as flexible pavement. Due to the strength of the concrete, wheel loads from traffic are distributed over a large area and the resulting subgrade stresses are relatively low. The critical factors affecting the performance of a rigid pavement are the strength and quality of the concrete, and the uniformity of the subgrade. We recommend subgrade preparation and construction of the rigid pavement section be completed in accordance with the following recommendations:

1. Natural soils should be stripped of organic matter, scarified, moisture treated, and compacted. We recommend the top one foot of the subgrade be moisture treated to within 2 percent of optimum moisture content. Soils should be compacted to at least 95 percent of maximum standard Proctor dry density (ASTM D 698, AASHTO T 99). Moisture treatment and compaction recommendations also apply where additional fill is necessary.
2. The resulting subgrade should be checked for uniformity and all soft or yielding materials should be replaced prior to paving. Concrete should not be placed on soft, spongy, frozen, or otherwise unsuitable subgrade.
3. The subgrade should be kept moist prior to paving
4. Curing procedures should protect the concrete against moisture loss, rapid temperature change, freezing, and mechanical injury for at least 3 days after placement. Traffic should not be allowed on the pavement for at least one week.
5. A white, liquid membrane curing compound, applied at the rate of at least 1 gallon per 150 square feet, should be used within 24 hours of placement.
6. Construction joints, including longitudinal joints and transverse joints, should be formed during construction or should be sawed shortly after the concrete has begun to set, but prior to uncontrolled cracking. All joints should be sealed.
7. Construction control and inspection should be carried out during the subgrade preparation and paving procedures. Concrete should be carefully monitored for quality control.

The design section is based upon a 20-year Period. To avoid problems associated with scaling and to continue the strength gain, we recommend deicing salts not be used for the first year after placement.

April 10, 2006

J and L Development, LLC
P.O. Box 2300
Grand Junction, CO 81502

Attention: Mr. Jim Cagle

Subject: Radiation Survey
Lexie Meadow Estates
Garfield County, Colorado
Project No. GS4725-210

As requested, we performed a radiation survey of the proposed Lexie Meadow Estates in Garfield County, Colorado. This letter describes the site and our survey procedure, and discusses the results of our radiation survey.

Lexie Meadow Estates is planned on a parcel located west of County Road 227 (Miller Lane) about 3 miles northwest of Silt, Colorado. The site is an approximately 80-acre parcel that is bordered by County Road 227 on the east. County Road 216 (Antonelli Lane) intersects County Road 227 east of the property. Ground surface on most of the site slopes to the southwest at grades of approximately 5 percent. A wetlands area is present at the southwest corner of the site. The site appears to have been used for agricultural purposes, primarily cattle grazing. The north portion of the site had been tilled using a tractor prior to our site visit. No vegetation was present on this portion of the site. Vegetation on the site consisted primarily of grasses, weeds and brush.

On April 6, 2006, our staff engineer, Mr. Edward R. White, visited the site and performed a radiation survey. Our survey consisted of driving an ATV along lines the length of the site in a north-south direction. Lines were spaced approximately 30 to 50 feet apart. We observed radiation measurements that were taken with a Ludlum Instruments, Inc. Model No. 19 Micro-R-Meter carried at arms length (approximately 2 feet above the ground surface). Radiation readings were observed by continuously glancing back and forth from the Micro-R-Meter to the line of travel. We observed radiation measurements averaging between 8 and 15 microrentgens per hour. Some areas had readings as low as 2 microrentgens per hour and as high as 18 microrentgens per hour.



In our opinion, these readings are parcel normal background radiation for the area in Garfield County near the parcel and do not indicate contamination. Excavations at individual sites will expose the subsoils and could yield different radiation readings. It may be appropriate to perform a radiation survey of the completed foundation excavations for buildings at individual locations on the property. The owner may want to consider installing a gravel layer below floor slabs that is incorporated into a foundation drain and a "stand pipe" added to the foundation drain that could be retro-fitted with a fan to mitigate possible radon gas if warranted by future readings.

We appreciate the opportunity to work with you on this project. If you have any questions, please call at your convenience.

Very Truly Yours

CTL | THOMPSON, INC.

Edward R. White, E.I.
Staff Engineer

Reviewed by:

John Mechling, P.E.
Branch Manager

ERW:JM:cd

(5 copies sent)

STEWART TITLE OF GLENWOOD SPRINGS, INC.

1620 Grand Avenue
Glenwood Springs, CO 81601

February 1, 2006

Order No.: 20060048
Address: TBD Miller Land
Rifle, Colorado 81650
Richard J. Murr to James Cagle, Jr.

Thank you for using Stewart Title!

In connection with the above Order Number, please find attached the following:

TITLE COMMITMENT: X

AMENDED COMMITMENT: _____

Please direct all **CLOSING** questions to:

AMY CARTWRIGHT

Phone: 970-945-5434

e-mail: amy.cartwright@stewart.com

fax: 970-945-1135

Please direct all **TITLE** questions to:

MIKE WOODWARD

Phone: 970-945-5434

e-mail: mike.woodward@stewart.com

fax: 970-945-7081

Buyer: James Cagle via USPS Priority Mail
Buyer's Agent: Jean Walters Real Estate - Jean via fax 625-8969 & Mail
Seller/Agent: Richard J. Murr via Mail
Lender: To Be Determined
Cc: Dan Kerst via e-mail dankerstpc@hotmail.com & Delivery
Cc: deric@bu-inc.com

SCHEDULE B EXCEPTION DOCUMENTS HAVE BEEN SENT TO: James, Jean & Dan

PLEASE READ CAREFULLY

1. This is a Commitment to issue one or more policies of title insurance in our Standard Form when the Requirements set forth in the Commitment have been satisfied.
2. Only the policies shown are committed to. If there any changes in the transaction, order an endorsement from us. Stewart Title reserves the right to add and/or delete Requirements and/or Exceptions accordingly.
3. The effective date shown on Schedule A of this Commitment is important. **NOTHING** after that date has been considered by us.
4. This Commitment is good for 6 months only. Extensions should be ordered from us, if they are needed.

Please do not hesitate to contact us if we can be of further service. Thank you.

TITLE INSURANCE COMMITMENT
BY



Order Number: 20060048

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY PARAGRAPH 4 OF THE CONDITIONS.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

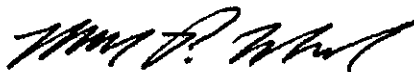



Chairman of the Board




President

Countersigned:



Authorized Countersignature

Stewart Title of Glenwood Springs, Inc.
1620 Grand Avenue
Glenwood Springs, CO 81601

Order Number: 20060048

Page 1 of 2 Commitment - 235 W/O Disclosure

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title – according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF LIABILITY

Our only obligation is to issue to you the policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I.

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

Order Number: 20060048

Page 2 of 2 Commitment – 235 W/O Disclosure

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

- | | |
|---|----------------------------|
| 1. Effective Date: January 6, 2006 at 8:00 a.m. | Order No.: 20060048 |
| 2. Policy or Policies To Be Issued: | Amount of Insurance |
| (a) A.L.T.A. Owner's (Extended)
Proposed Insured:

James Cagle, Jr. | \$1,550,000.00 |
| (b) A.L.T.A. Loan (Extended)
Proposed Insured:

To Be Determined, its successors and/or assigns | \$775,000.00 |

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**
Fee Simple
- 4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:**
Richard J. Murr
- 5. The land referred to in this Commitment is described as follows:**

See Attached Legal Description

STATEMENT OF CHARGES

These charges are due and payable
before a Policy can be issued:

SUBDIVIDER RATE APPLIED

Purported Address: TBD Miller Land Rifle, Colorado 81650	<table border="0"><tr><td>Owners Premium</td><td style="text-align: right;">\$ 1527.00</td></tr><tr><td>Mortgage Premium</td><td style="text-align: right;">\$ 85.00</td></tr><tr><td>Tax Certificate</td><td style="text-align: right;">\$ 20.00</td></tr><tr><td>Form 110.1 (DEL 1-4 O)</td><td style="text-align: right;">\$ 35.00</td></tr><tr><td>Form 100</td><td style="text-align: right;">\$ 35.00</td></tr><tr><td>Form 8.1</td><td style="text-align: right;">\$ 35.00</td></tr><tr><td>Form 110.1 (Lender)</td><td style="text-align: right;">\$ 35.00</td></tr></table>	Owners Premium	\$ 1527.00	Mortgage Premium	\$ 85.00	Tax Certificate	\$ 20.00	Form 110.1 (DEL 1-4 O)	\$ 35.00	Form 100	\$ 35.00	Form 8.1	\$ 35.00	Form 110.1 (Lender)	\$ 35.00
Owners Premium	\$ 1527.00														
Mortgage Premium	\$ 85.00														
Tax Certificate	\$ 20.00														
Form 110.1 (DEL 1-4 O)	\$ 35.00														
Form 100	\$ 35.00														
Form 8.1	\$ 35.00														
Form 110.1 (Lender)	\$ 35.00														

LEGAL DESCRIPTION

Order No.: 120060048

A PARCEL OF LAND SITUATED IN THE W1/2SW1/4 AND SW1/4NW1/4 OF SECTION 5 AND IN THE E1/2SE1/4, SE1/4NE1/4 AND LOT 1 OF SECTION 6, ALL IN TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY FENCE OF A COUNTY ROAD AS CONSTRUCTED AND IN PLACE, NORTHERLY, EASTERLY AND SOUTHERLY OF A FENCE AS CONSTRUCTED AND IN PLACE AND NORTHEASTERLY OF THE CENTERLINE OF THE LOWER CACTUS VALLEY DITCH AS CONSTRUCTED AND IN PLACE, SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN SAID FENCE, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 6 BEARS: S76°47'19"E 1351.54 FEET;
THENCE N00°42'08"E 991.46 FEET ALONG SAID FENCE;
THENCE N00°13'32"E 2628.09 FEET ALONG SAID FENCE;
THENCE N89°40'14"E ALONG SAID FENCE, 1289.89 FEET TO A POINT ON SAID RIGHT OF WAY FENCE;
THENCE S00°09'51"W 2625.77 FEET ALONG SAID RIGHT OF WAY FENCE;
THENCE S00°03'14"W ALONG SAID RIGHT OF WAY FENCE, 234.49 FEET TO A POINT ON THE CENTERLINE OF SAID DITCH;
THENCE ALONG SAID CENTERLINE S36°06'19"W 79.62 FEET;
THENCE S24°32'21"W 82.93 FEET;
THENCE S36°37'41"W 117.46 FEET;
THENCE S54°13'56"W 42.68 FEET;
THENCE N66°43'35"W 59.51 FEET;
THENCE LEAVING SAID CENTERLINE S01°17'11"W 521.44 FEET ALONG A FENCE;
THENCE S89°27'50"W ALONG SAID SOUTHERLY FENCE, 1052.23 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING FROM ALL OF THE ABOVE DESCRIBED PROPERTY, THE FOLLOWING PARCELS OF LAND:

A PARCEL OF LAND SITUATED IN THE W1/2SW1/4 OF SECTION 5 AND IN THE E1/2SE1/4 OF SECTION 6, ALL IN TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY FENCE OF A COUNTY ROAD AS CONSTRUCTED AND IN PLACE, NORTHEASTERLY OF THE CENTERLINE OF THE LOWER CACTUS VALLEY DITCH AND SOUTHERLY OF A FENCE AS CONSTRUCTED AND IN PLACE, SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY FENCE OF SAID COUNTY ROAD, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 6, BEARS:
S00°25'46"E 1417.18 FEET;
THENCE S00°09'51"W 107.13 FEET ALONG SAID RIGHT OF WAY FENCE;
THENCE S00°03'14"W ALONG SAID RIGHT OF WAY FENCE, 234.49 FEET TO A POINT ON THE CENTERLINE OF SAID DITCH;
THENCE ALONG SAID CENTERLINE S36°06'19"W 79.62 FEET;
THENCE S24°32'21"W 82.93 FEET;
THENCE S36°37'41"W 117.46 FEET;

STEWART TITLE

GUARANTY COMPANY Commitment – Schedule A

THENCE S54°13'56"W 42.68 FEET;
THENCE N66°43'35"W 59.51 FEET;
THENCE N50°08'57"W 79.00 FEET;
THENCE N07°27'16"W 61.56 FEET;
THENCE N23°58'03"W 91.51 FEET;
THENCE N47°59'47"W 38.06 FEET;
THENCE S81°42'33"W 39.15 FEET;
THENCE S32°23'30"W 120.37 FEET;
THENCE N87°33'08"W 79.30 FEET;
THENCE S80°33'37"W 122.70 FEET;
THENCE S68°21'26"W 143.88 FEET;
THENCE N83°02'31"W 68.16 FEET;
THENCE N61°12'53"W 121.48 FEET;
THENCE N02°13'47"W 98.83 FEET;
THENCE N09°03'10"W 134.10 FEET;
THENCE N01°11'23"W 191.88 FEET;
THENCE N00°13'22"E 11.64 FEET;
THENCE LEAVING SAID CENTERLINE N67°07'16"E 36.75 FEET;
THENCE N88°57'55"E ALONG SAID FENCE, 981.89 FEET, MORE OR LESS TO A POINT IN THE
WESTERLY RIGHT OF WAY FENCE OF SAID COUNTY ROAD, THE POINT OF BEGINNING.

ALSO FURTHER EXCEPTING A PARCEL OF LAND SITUATED IN THE SE1/4 OF SE1/4 OF
SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE SOUTHEAST CORNER OF SAID SECTION 6 BEARS
S76°47'19"E 1351.54 FEET;
THENCE N89°27'50"E 1052.23 FEET;
THENCE N01°17'11"E 32.15 FEET;
THENCE S89°12'31"W 1052.67 FEET;
THENCE S00°42'08"W 27.45 FEET TO THE POINT OF BEGINNING.

ALSO FURTHER EXCEPTING A PARCEL OF LAND SITUATED IN THE WEST 1/2 OF SECTION 5,
TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 5 WHENCE THE SOUTHWEST
CORNER OF SAID SECTION 5 BEARS S00°43'23"E 1072.33 FEET;
THENCE ALONG SAID SECTION LINE N00°43'23"W 2863.48 FEET;
THENCE DEPARTING SAID SECTION LINE N89°40'14"E 46.26 FEET;
THENCE S00°09'51"W 2625.77 FEET;
THENCE S00°03'14"W 234.49 FEET;
THENCE S36°06'19"W 4.04 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO

NOTE: THE COMPANY EXPLICITLY RESERVES THE RIGHT TO MODIFY THE LEGAL
DESCRIPTION.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – Section I REQUIREMENTS

Order Number: 20060048

The following are the requirements to be complied with:

- (a) Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
- (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
- (c) Additional Requirements:
 - 1. Execution of Affidavit as to Debts and Liens, which is attached or will be provided at closing.
 - 2. Payment of all taxes and assessments currently due and payable, if any.
 - 3. A survey, meeting the minimum detail standards of the ALTA/ACSM, prepared by a registered Colorado surveyor, within the last six months, must be presented to Stewart Title Guaranty Company, for its approval prior to the deletion of any survey exceptions from the ALTA Loan or Owner Policy to be issued hereunder or the issuance of Form 100 on the ALTA Loan Policy, or in the event a previous Survey or I.L.C. has been presented to Stewart Title of Colorado, an Owners Affidavit is to be executed by the owner(s), in lieu of an Improvement Location Certificate and/or Survey.

Stewart Title Guaranty reserves the right to take exception to any adverse matters as shown on said survey or make further inquiry or requirements relative thereto. Stewart Title Guaranty further reserves the right to exclude from Form 100 coverage any adverse matters it may deem necessary.

- 4. Deed from vested owner, vesting fee simple title in purchaser(s).
- 5. Deed of Trust from the Borrower to the Public Trustee for the use of the proposed lender to secure the loan.

NOTE: Effective September 1, 1997, CRS 30-1-406 requires that all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The Clerk and Recorder may refuse to record or file any document that does not conform.

Stewart Title of Glenwood Springs reserves the right to add and/or delete requirements and/or exceptions upon disclosure of additional information relating to subject property.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B -- Section II EXCEPTIONS

Order Number: 20060048

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by laws and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Unpatented mining claims, reservations or exceptions in patents, or an act authorizing the issuance thereof; water rights, claims or title to water.
7. Any and all unpaid taxes and assessments and any unredeemed tax sales.
8. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
9. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patents recorded September 27, 1900 in Book 12 at Page 542 as Reception No. 22990 and recorded June 15, 1892 in Book 12 at Page 167 as Reception No. 14148.
10. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded September 27, 1900 in Book 12 at Page 542 as Reception No. 22990.
11. Road Viewers Report recorded July 31, 1888 as Reception No. 7366.
12. Rights and reservations in Warranty Deed recorded November 5, 1900 in Book 53 at Page 222 as Reception No. 23105.
13. Rights and reservations in Warranty Deed recorded May 10, 1909 in Book 78 at Page 2 as Reception No. 37030.

14. Rights and reservations in Warranty Deed recorded April 26, 1909 in Book 75 at Page 579 as Reception No. 36971.
15. Right of Way Deed recorded September 7, 1911 in Book 50 at Page 428 as Reception No. 42576.
16. Right of Way Deed recorded November 8, 1911 in Book 50 at Page 437 as Reception No. 42951.
17. Agreement recorded May 17, 1932 in Book 168 at Page 399 as Reception No. 112679.
18. Right of Way Deed recorded February 25, 1939 in Book 195 at Page 29 as Reception No. 134876.
19. Rights and reservations in Warranty Deed recorded February 7, 1947 in Book 221 at Page 279 as Reception No. 159842.
20. Matters related to the mineral estate as disclosed by Warranty Deed recorded June 23, 1952 in Book 264 at Page 503 as Reception No. 179740, and any and all assignments of record, or otherwise, thereof, or interests therein.
21. Matters related to the mineral estate as disclosed by Warranty Deed recorded June 20, 1961 in Book 334 at Page 515 as Reception No. 214103, and any and all assignments of record, or otherwise, thereof, or interests therein.
22. Matters related to the mineral estate as disclosed by Warranty Deed recorded March 12, 1963 in Book 347 at Page 478 as Reception No. 220673, and any and all assignments of record, or otherwise, thereof, or interests therein.
23. Easement and reservation of use as disclosed by Warranty Deed recorded July 17, 1975 in Book 476 at Page 435 as Reception No. 268527.
24. Cooperative Agreement for Permanent Damage Prevention Fencing recorded April 23, 1992 in Book 829 at Page 853 as Reception No. 434027.
25. Oil and Gas Lease recorded October 8, 1993 in Book 878 at Page 62 as Reception No. 453554, and any and all assignments of record, or otherwise, thereof, or interests therein; and Oil and Gas Lease recorded November 2, 1993 in Book 880 at Page 802 as Reception No. 454584, and any and all assignments of record, or otherwise, thereof, or interests therein; and Oil and Gas Lease recorded June 27, 2002 in Book 1365 at Page 533 as Reception No. 606005, and any and all assignments of record, or otherwise, thereof, or interests therein; and other Oil and Gas Leases of record, and any and all assignments of record, or otherwise, thereof, or interests therein.
26. Public Service Company of Colorado Utility Easement recorded July 27, 1995 in Book 948 at Page 155 as Reception No. 481102.
27. Grant of Easement recorded January 28, 2003 in Book 1431 at Page 140 as Reception No. 619541.
28. Right of Way for the un-interrupted flow of the Lower Cactus Valley Ditch.
29. Right of Way for County Road 227.

30. The Property shall include the surface estate only and Seller reserves the entirety of the mineral estate in, on and under the Property, including all oil, gas, mineral and geothermal energy rights, as disclosed in the Contract between the parties dated January 5, 2006, and any and all assignments of record, or otherwise, thereof, or interests therein.

31. Possessory rights lying outside of any fences.

MINERAL DISCLOSURE

Order No: 20060048

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- (a) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION II OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS, OR LEASING THEREOF.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company and Stewart Title of Glenwood Springs, Inc.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers non affiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Some states give you the right to access and correct nonpublic personal information. You may contact us in writing at our Home Office, if your state law gives you this right.

DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
 - B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
 - C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR
-

NOTE: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title of Glenwood Springs, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

NOTE: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

4-11, 7-28 W. K. Hogan - No. O. A. V. Taylor - Dec 7/17/1900 - signed pact. 9/17/1900 let. G. H.
9/27/1900 @ 11³⁰A. Middlekamp, M. A., Rullo Co. Colo. - Con. \$135⁶⁵ (150²¹ but was always cancelled)
4/5/122 Connergo; Date 22 x 23 in Bk. 42, 3. D. -

1-22, 9-89 Almon W. Mayfield - do - Charles J. Hallett - W. 1/13/93 - signed pact. 1/1/93
9/27/1900 @ 1⁵⁰P. let. R. H. Zimmerman, M. A., Gar. Co. Colo. - Con. \$100 = Connergo; Date 9 x 10 -
5/3/196 Bk. 23, Rille -

* 2-22, 9-90 United States - do - the heirs of Charles F. Kimmell, deceased - Patent 6/30/92
9/27/1900 @ 3³⁰P. signed by the Pres. S. R. O. local officers - Patents: Oct 1, the 18 x 21 x 2 x the
12/5/42 18²² Dec. 6 17. 6 at R. 92 W. county. 173 acres -

1-22, 9-91 By Act 34 Apr. 1820 - States - with - State - Court
9/27/1900 In the matter of the Estate of Charles F. Kimmell, deceased - In the
at 5¹⁰P. County Court of Garfield's County, Colorado. Ct's copy of final report
5/1/22 and order thereon - Ct's do 9/27/1900 as true copy by A. R. Boardley,
Judge and Acting Clerk of said court (for int. was always cancelled)

Report shows total receipts to have been nothing, total payments
there to have been \$938⁴⁰ which is due the administrator, M. A.
Gregg but the report shows that all debts and claims against
the estate have been paid leaving the real estate to be
distributed between the heirs lawfully entitled thereto, viz:
to Christina Kimmell, mother of Chas. F. Kimmell, deceased
and said administrator prays to be discharged, the report

THE UNITED STATES OF AMERICA

To all to whom these Presents shall come, GREETING!

Whereas, the General Land Office of the United States a Certificate of the Register of the Land Office at [blank] hereby it appears that full payment has been made by the said [blank]

according to the provisions of the Act of Congress of the 27th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands;" and the acts supplemental thereto, for the better management of the said Public Lands, that the said [blank] has given to the said [blank] the sum of [blank] Dollars, for the purchase of the said [blank] Acres of Land, situate in the [blank] Township of [blank] County, State of [blank]

According to the Official Plat of the Survey of the said lands, returned to the General Land Office by the Surveyor General, which said Tract had been purchased by the said [blank]

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the general Acts of Congress in such case made and provided, do give and grant unto the said [blank] all the rights, privileges, immunities and exemptions, of whatever nature, heretofore belonging, unto the said [blank] heirs, the said Tract above described; To Have and to Hold the same, together with all

the rights, privileges, immunities and exemptions, of whatever nature, heretofore belonging, unto the said [blank] heirs and assigns forever; subject to any vested and accrued water rights for mining, agriculture, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, the premises hereby granted, as provided by law, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the [blank] day of [blank] in the year of our Lord one thousand eight hundred and [blank], and of the Independence of the United States the one hundred and [blank].



BY THE PRESIDENT, [Signature]

Recorder, Vol. [blank] Page [blank]

7366
7/31/88
8:15 AM

R R 1/96.

Road Viewers Report. View compiled, 5/3/88. Aged. N B Nelson, Geo. Ferguson
 + A. D. Raymond, Viewers: Field Office of Co. Clerk 6/14/88. Presented to Board 7/9/88.
 Action taken not noted. Aged by "A Gregory Co." Road Commenced at the 3rd mile
 and running E to Gros Kelly + then SE to Culley Road and beginning at 1st on Co. Road
 Post on the Miller Co. Road at the intersection of the 5th on 3rd of Dec 6. S L DR.
 Runy shows original 518 6. 1st line 5th to 1st line of 1st 18th Dec 17. Along 10 line 323 1/2 H.
 92 W. 512 ft. S. of the N 8th Dec 6. by given Commence + distance to old Co.
 road 271 ft. E of Cor. to Dec 6. 7 R 92 + 1.12 R 93 on the 1st cut, near. Sould
 taken in S L DR 92. W + S (Mason) R 92 W. 23.16 acre, 11621 x 60 ft, thro lower
 of Co. Raymond. 1540 + 30 ac. 1.06 ac. Soud of W. Heaton 1540 x 30. 1050 x 60
 num. 2.25 ac. Soud of W. Heaton 1320 x 30 in N 10th Dec 6 S L DR 92. 190
 ac. Hands 1320 x 30 in N 8th Dec 6 S L DR 92. 190 ac. King 1320 x 30. 600 x 60
 in 18th Dec 6 S L DR 92. 1320 ac. S. P. 1320 x 30 in Dec 6th 1720 x 60
 in 18th Dec 6. S L DR 92. W. 3.26 ac.

7367
7/31/88
8:15 AM
R R 1/97

Road Viewers Report. View compiled 5/3/88. Aged. N. B. Nelson, Geo. Ferguson +
 W. D. Marnfield, Viewers. Filed in Co. Clerk Office 6/14/88. Presented to Board 7/9/88.
 Action Not Noted, Aged. A. Gregory Chairmen: Road begins at cor. line to
 Dec 6. 3.4.9.10 S L DR 92 W. N. along line bet. Dec 3-4, 200 ft. to interest
 present to Wells Co. Road. 1320 ft. to foot of mesa, 2640 ft. to 1/4 cor. 7095 ft.
 to point N of 1st on line D. H. by given Commence + distance to a point in
 long gulch, H. in a general course N. 235th W to top of mesa. Soud taken
 in a strip 7.503 miles long by 60 ft wide + contg. 5430 ac. of land including
 the following: A Morgan 3400 x 60 in W³ N⁸ Dec 5. 7.5 DR 91 W. 4.68 ac.
 of Miller 4400 x 60 in Dec 6th Dec 6. 1200th Dec 5. N 5th Dec 5. S DR 91 W. 6.06 ac.
 of Daint 1500 x 60th in N 8th Dec 6. 1050th Dec 4. S. DR 91 W. 2.34 ac.

as per file

and signed by Mrs. Munro and William Bangor act. by them 10/27/1900
W. E. W. Barnum, M. P., Gas. Co. Colo. These three are the directors for the
first year - directors' name as in Dec. ~~1900~~ 1901 - Exp. stock \$10,000.
divided into 10,000 shares of \$1 each, term 20 years - operations
of Co. to be carried on in Gas. Co. Colo. and such other countries
as Board of Directors may determine, in Colo., principal office:
Rifle, Colo - (30¢ int. was stamps cancelled)

✓ 23, 105

Char. W. Barnum - Gas. W. Ross - Minnie E. Miller - 11/2/1900 - signed -
act. 11/2/1901 by George Edinger, M. P., Gas. Co. Colo. - Am. \$250 = 150¢ int. was
stamps cancelled) - Conway: Dec 1 Dec. 6 75.6 D. R. 92 W. county. 53 acres,
more or less, subject to taxes payable in 1901, easements of a public
nature and the right to mine lateral ditches across said lands
by irrigate lands of first parties lying between Kanawha river
January 14, 1901 at 2.25¢ per acre 16.18 1/2 of Minnie E. Miller

✓ 23, 106
11/7/1900 @ 8a.
12/5/47

United States - to Joseph M. Klein - Patent 11/20/91 - signed by the State & S.
D. deed offered. Patents: D. R. 11/2 Dec. 7 & Photo 1-2 Dec. 9 75.6
D. R. 92 W. county, 136²⁰ acres - Act. Oct. 24, 1882 - earned

23, 107
11/7/1900 @ 1 P.
5/3/223

Minnie Amstrong - to Augusta Lacle - 11/8/1900 - signed & act. 5/26/1900 by:
Guy K. Stenborg, M. P., Mesa Co. Colo. - Am. \$600 (the int. was stamps cancelled)
Conway: Photo 1-2 & 3 Act. 5/1 Rifle, together with all imp'ts thereon & a
wells right thereon out of - Rifle -

✓
*37030
5-10-09.
10.10 a.m.
78-2
51

The Amblers Orchard Development Co. to Debra
Hobbs M.D. 5-5-09. Debra's name by S. A. Penderlin
vice pro. attest S. M. McMacon see corporate seal and
ack. by them as such. Officers on same date ref.
Kate Remick N. P. Edwards Co. Colo. con. \$1,000,000,
conveys same as document No. 37024 and the \$100,000 of
M. W. S. and S. M. S. M. see 5, 56, S. P. 93. M. S. S. S.
to the provisions of the U.S. patent to said lands and
to all easements of a public nature. Effecting the
same and according to said party its officers
or assignee necessary rights of way across said
lands for such irrigation ditches as have been
or may hereafter be constructed. It is understood
by and that the parties hereto that no water rights
are included in this conveyance.

✓
37031
5-10-09.
10.45 a.m.
75-399.

William S. Tyler and Cornelius B. Tyler as sole
executors of the last will and testament of
Macon W. Tyler deceased and as sole heirs at law
and next of kin of said Macon W. Tyler to Fred B.
Coring. M. S. 4-27-09. Debra's name by S. A. Penderlin
vice pro. attest S. M. McMacon see corporate seal and
ack. by them as such. Officers on same date ref.
Kate Remick N. P. Edwards Co. Colo. con. \$1,000,000,
conveys same as document No. 37024 and the \$100,000 of
M. W. S. and S. M. S. M. see 5, 56, S. P. 93. M. S. S. S.
to the provisions of the U.S. patent to said lands and
to all easements of a public nature. Effecting the
same and according to said party its officers
or assignee necessary rights of way across said
lands for such irrigation ditches as have been
or may hereafter be constructed. It is understood
by and that the parties hereto that no water rights
are included in this conveyance.

36971
 4/26/09.
 8:00 A.M.
 75-579.

Salma Reitel to Philip Howard and case 4/22/09 signed and case 4/22/09 before James W. Graham, Jr. M.P. City and Co of Denver, Colo.
 Corner 1500⁰⁰. Conveys all that portion of S² of NW⁴ of SW⁴ and all that portion of S¹ of NW⁴ of SW⁴ Sec 5 T8E SR 92 W. and more fully describe same at the SW corner of NW⁴ S¹ SW⁴ thence due N following the old line of Sec 5 for a distance of 503 ft thence E 780 ft. to the center of Beck Gulch, thence following the center of said Beck Gulch in a N.E. by direction to a point 320 ft W of the SW corner of NW⁴ of NE⁴ of S 10⁴, thence E to the SE corner

S 45° W 990 ft to the SW corner of the S line of NW⁴ S¹ SW⁴ to place of Reversing hereby the north-south line. It is hereby necessary for said purpose to take or dem. fourpawl, for her lands

4/26/09
 8:00 A.M.
 75-364

DR 420109. signed and case 4/22/09 before Helen M.P. City and Co of Denver, Colo. Conveys same to secure quarters 2 notes of \$1300⁰⁰ to Salma Reitel. In full discharge of said sum of \$1300⁰⁰ there being 1 note for \$100⁰⁰ due on or before 6 mo from date and 1 note for \$1200⁰⁰ due on or before 5 yrs. This note may be paid in installments and \$100⁰⁰ in advance.

1/2 575
9/7/11
1:10 P.M.
50/428

✓ Y. W. Howley - to name - right - of - way deed 8/31/11 Pat name
Con 1. Grants right - of - way over and across 22 7/8" Sec 5
and 28" 28" Sec 5 of STP 92 21

* 4/2 576
9/7/11
1:12 P.M.
50/428

✓ Mrs. Elizabeth Keebler to name right - of - way - deed 8/29/11
Pat name Con 5. Grants right - of - way - over and across 22 1/2"
28" Sec 5 of STP 92 21

4/2 577

✓ Cert of Chattel Mortgage.

4 2 578
9/7/11
2:10 P.M.
82/330

✓ J. A. Mac Rae Put Tr. to. Elvira C. Maloney; Release 9/7/11
I got name and advice on same date by Chas. B. Hubt and C. B.
McCree Esq. to Esq. Trevis the going but still see in top of 56 page
142 payment - of note secured thereby between ad 187 and necessary;
Set 1st Blk 39 E. S.

4 2 579
9/7/11
2:15 P.M.
82/331

✓ J. A. Mac Rae Put Tr. to. William Wright Treise 9/7/11 Pat
Name and advice on same date by Chas. B. Howard Esq. and Tre
Esq. Trevis the going of 10 Dec in top of 72 page 56
payment - of note secured thereby; release ad 187 and necessary;
All 142 notes issue of 187 5 Dec 9 of STP 92 21. top at the 3d side line
- of ad lot and adjoining. the in on easement side. 40 rods adjoining
from the 72 rods. 1/2 ad lot to and within 1 rd. of the 3 side line
to and the north. 190 and north line in 2. 1 to the extension

1000 sq. measure... in on my acre 5000... sq. measure 1000...
of the 725' Dec 16 Sp 7 ST 9521 containing 120 A. of land except that certain
Trust Deeds and preliminary notes, the first of which set aside 1000 A. and known
every note to its favor. If the Trust Co. Bank for the amt. of 1000 - and the
dec is in favor of the Depts. and Co. for the amt. of 3500.

42951

11/8/11

Q. S. 00 A. M.
50/437

The Charles Wachter Development Co. to The Mt. State Telephone & Telegraph
Co. right of way deed 1/19/11 and same by M. Hooper Dec 1900. Attached to a
preliminary deed (see) Wachter's right of way for lot 6. note by action
the S² of 725' 1/2' 30" and the 725' 1/2' of the S² 1/2' of 98' Dec 9 by the S² of 325'
See Sp 6 ST 9221.

Charles Mortgage.
Charles Mortgage.

42954

11/8/11

Q. S. 06 A. M.
81/513

Messrs. R. Ball to But to 570 1/2/11 and same and ad note on same date
of John L. Behram. N. P. Bank to Geo. Henney. Lots to 8 and 9 Block 10,
Dille. Also a water right for ad lots front the E. corner of Lot 11 in
trust to secure granter's note of 2 d. for 500. to George W. Pittman supra
a. a. suit 12/19/11 has no payable term - annuity.

42955

11/8/11

Q. S. 08 A. M.
83/569

Charles H. Me Fee and Vice Me Fee to The B. Me Deane Nov 28. 20. 10 1/2/11
and same and ad note on same date to John L. Behram N. P. Bank to Geo. Hen-
11/50. County. All of lot 30 and the 8 1/2' ft. of lot 21 in Block 10, Dille
and a proportionate part in and to the E. corner of Lot 11 and the water
right thereto hanging and also all granter's note in and to certain
paper time from ad Geo. Henney which preliminary deed for use of the

having been filed according to law. Case advertised according to law in the
Telegram, a weekly newspaper.

Filed for record May 16, 1932, at 9:10 o'clock A.M., in Book 107 at Page 567.

112676 C. Mortgage

112677 Public Recites that the Public Trustee hereby certifies that by virtue of
Trustee to authority in him vested by a certain deed of trust dated November 29, 1915,
26, Lot 13 in executed by Anthony Pings and Margaret Pings, his wife and duly recorded in
Section 35, a Book at page 202 and which was given to secure to Mary A. Lunny three years
all of the right of sale, the payment of the sum of \$1800.00 and upon notice of election and
and to the holder of said sale in writing filed with him and recorded in book 164 at page
used upon and 291 he did, on May 16, 1932, after having first published and mailed a notice
Filed for record May 16, 1932, at 10:40 o'clock A.M., in Book 107 at Page 567.

112678 Warranty for said premises, which being the highest and best bid the same was struck off
John I. Bush off for her and that, unless the same be redeemed according to law, the said
Conveys: all Mary A. Lunny will be entitled to a deed for said property upon the
town of Rifle, Colorado. expiration of the period of redemption allowed by law to the owners.
Filed for record May 17, 1932, at 10:40 o'clock A.M., in Book 171 at Page 533.

*112679 Agreement. 5-10-32. Walter James to Pete Bierschied. Agreement between Walter
James party of the first part and Peter Bierschied, party of the second part. First
party has this day allowed second party to run a flume and ditch across the extreme
Western part of a certain tract of land situated in Garfield County, Colorado, to-wit:
Commencing on the extreme North West corner of a 21 acre tract of the N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 5,
Tp. 6, S.R. 92 W. Starting with a flume about 105 feet from the N.W. corner on the
West side and West of gulch, then ditch to run in a Southern direction about 294 feet
from the S.W. corner of said land starting from middle of gulch. Walter James, party of
first part, or any party that may come owner of said property will not be responsible
for any damage of any kind to this ditch or flume. SIGNED BY: Pete Bierschied, only.
Filed for record May 17, 1932, at 2:35 o'clock P.M., in Book 168 at Page 399.

112680-112681-112682-112683 C. Mortgages

112684 Sheriff's Certificate of Purchase. 5-6-32. George L. Winters, Sheriff of
Garfield County, Colorado to Hattie E. Rule. Consideration \$6900.00. Recites that
George L. Winters, Sheriff of Garfield County, Colorado, hereby certifies that by virtue
of a certain decree in foreclosure, having the force of a special writ of execution,
dated and entered April 2, 1932, issued out of the District Court of Garfield County,
in that certain cause wherein Hattie E. Rule, is Plaintiff and O.G. Schultz, and the
Public Trustee of Garfield County, Colorado, are the Defendants, he did on May 16,
1932, after levying upon and advertising for sale according to law, expose to public
sale the following described property, situate, lying and being in Garfield County,

X 134876 Right of Way Deed.

Retain Permanently.

Correct:

Wm. Bell
r. O. W. Agent

Approved:

B. F. Curtis
State Const. Engineer

Approved:

A. W. Young
State Plant Superintendent

\$15.00 Received of the Mountain State Telephone and Telegraph Co.

Fifteen and no/100 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary underground conduit, poles, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the North 29 acres of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Tp. 6, S. R. 92 W. 6th P. M., County of Garfield and State of Colorado, and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires. Provided said Telephone and Telegraph line will be located, established and maintained along the south line of above described property.

Said sum being received in full payment therefor.

Witness my hand and seal this 2nd day of February, A. D. 1939 at Rifle, Colorado
(Postoffice Address)

Witnesses: Wm. Bell

Rosie Keller (Seal)
(land owner)

No officer or employee of this Company is authorized to procure a receipt to a voucher except upon payment of its amount, and the COMPANY hereby gives notice that if this voucher is signed without payment being made, it is done at the SIGNER'S OWN RISK.

the Denver-Grand Junction Salt Lake Toll Line.

Filed for record February 25, 1939 at 8:14 o'clock A. M., and recorded in Book 195 at Page 29 thereof.

No. 134877- Right of Way Deed. Retain Permanently

Correct:

Wm. Bell
R. O. W. Agent

Approved:

B. F. Curtis State Plant Engineer
State Const. Engineer

Approved:

A. W. Young
State Plant Superintendent

\$10.00 Received of the Mountain States Telephone and Telegraph Co., Ten and no/100 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary underground conduit, poles, cables,

Warranty Deed Joint tenants Doc. No. 159842

Grantor James D. Caldwell and Rose P. Caldwell

Grantee Lester B. Baker and Mary Lucille Baker

Date Deed Feb. 1, 1947 Consideration \$1.00 Rev. .55

Acknowledged Feb. 5, 1947 before Vida M. Nees N.P.

Description Garfield Co. Colo.

Conveys unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following des. prop. to wit:

A tract of land in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 5 T $\frac{1}{2}$ P. 6 S. R. 92 W. 6th P. M. more particularly described as follows: Beginning at a point on the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 663 feet South of the Northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence East 205

Recorded Feb. 7, 1947 at 1:45 o'clock P. M. Book 221 Page 279

over

feet; thence South 15°03' West 693.4 feet to the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence along said line west a distance of 25 feet to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence North along said West line a distance of 665 feet to the point of beginning, containing 1.75 of an acre, more or less.

Parties of the first part hereby reserve for themselves, their heirs, executors, administrators and assigns, the right of ingress and egress in, over and across the above described tract of land, and the use of the road which extends from east to west across said tract of land as the same is now in place and being used.

Also, together with all improvements situate upon the lands above described.

Except 1946 general taxes and all subsequent assessments.

WARRANTY DEED JOINT TENANTS

Doc. No. 179740

Grantor Mabel B. Nafus

Grantee Helen Dix and J.A. Dix

Date Deed 6/17/52 Consideration \$28,500. Rev. \$10.45

Acknowledged 6/17/52 before Wm. Atha Mason, Not. Pub. Gar. Co.

Description Colo. Conveys: the SE 1/4 and the NE 1/4 of Sec. 6, and the North 29 acres of the SE 1/4 sec. 6, Tp. 6 S., R. 92 W. of the 6th P. 1, together with all ditch and water rights connected with said land, and particularly 77 shares of the capital stock of the Frank Farmers Irrigation Co., and 2 shares of the capital stock of the Grand River Ditch Co., together with the improvements thereon, including all pumps, pipes, tanks

Recorded 6/23/52 at 2:06 o'clock P. M. Book 264 Page 503

and posts on said real property. The above real property is subject to easements of a public nature and to that easement granted to the Mountain States Telephone and Telegraph Co. by Doc. No. 134876. The Grantor reserves to herself, her heirs and assigns an undivided 1/2 interest in and to all oil, gas, mineral and petroleum products found in or upon the above described real property, together with the right of ingress and egress to remove the same upon first paying for any damages to crops.

Except grantees assume the 1952 general taxes, the 1952 ditch and water assessments and that certain deed of trust recorded in book 254 at page 63, being payable to Rosie Keller in the unpaid amount of \$19,000.00

Representing The AMERICAN EMPLO

Signature

308 8th STREET, GLENWOOD SPRINGS, COLORADO

C. L. HUBBA

Reception No. 214103 Chas. S. Keegan

Recorder.

THIS DEED, Made this 19th day of June in the year of our Lord one thousand nine hundred and sixty-one between

DALLAS KRUSE and CLEO FERN KRUSE

of the County of Garfield and State of Colorado, of the first part, and

ALVIN L. JOHNSON and DOROTHY MAE JOHNSON

of the County of Garfield and State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION ----- DOLLARS

to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot s or parcel s of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

In Section 5, T. 6 S., R. 92 W. of the 6th P.M.:

1. The NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, excepting therefrom that portion of said description having heretofore been conveyed to W. E. Howard; and
 2. The SE $\frac{1}{4}$ SW $\frac{1}{4}$; and
 3. A tract of land commencing at the center of said Sec. 5, thence due W. for a distance of 1510 feet to the center of Beck Gulch, said center of Beck Gulch being 190 feet due West of the SW corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, thence in a Southwesterly direction following the center of said Beck Gulch to a point 320 feet due West of the SW corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence due East for a distance of 1120 feet to the center of Mallory's Gulch, said center of Mallory's Gulch being 140 feet due east of the SE corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence in a Northeasterly direction following the center of said Mallory's Gulch to the starting point, being the NE corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and containing 21 acres, more or less; and
 4. A tract of land commencing at the NW corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 5, thence due South along the West line of said Sec. 5, being a distance of 817 feet, thence East 780 feet in a due Easterly direction to the center of a gulch and hereby called "Beck Gulch", thence in a Northerly direction, following the center of Beck Gulch to the North line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, said point being located 190 feet due West of the SW corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence due West from this point a distance of 1100 feet to the starting point, being the NW corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and containing 17.46 acres, more or less; EXCEPTING THEREFROM a strip of land 50 feet wide off the North side heretofore conveyed to the Board of County Commissioners of Garfield County, Colorado, for road purposes; and
 5. All that part of the S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, and all that portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ in said Sec. 5, more fully described as commencing at the SW corner of NW $\frac{1}{4}$ SW $\frac{1}{4}$, thence due North following the West line of Sec. 5, for a distance of 503 feet, thence due East a distance of 780 feet to the center of Beck Gulch, thence following the center of said Beck Gulch, in a Northeasterly direction to a point 320 feet due West of the SW corner of NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence due East to the SE corner of NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence South 45° West 990 feet to the SW corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence due West along the South line of NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the place of beginning, containing 17 acres, more or less; and
 6. All ditch and water rights appurtenant thereto and used in connection therewith, including 90 shares of capital stock in the Farmers Irrigation Company, covering Harvey Gap irrigation water.
- Subject, however, to reservations, if any, contained in the original patents and to easements and rights of way of a public and private nature in place or being used or contained in conveyances of record; ALSO EXCEPTING portions of the above described land heretofore conveyed out by Document Nos. 156371, 156370, 159842, 152811 and 156289; RESERVING unto first party one-half ($\frac{1}{2}$) of any and all oil, gas and other minerals in, on or under the above described property.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.



FILED
CHAS. S. KEEGAN
RECORDED

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part, for them selves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents, are well seised of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature, never, except 1961 general taxes due and payable in 1962, which the purchaser assumes and agrees to pay.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Dallas Kruse (SEAL)
Cleo Fern Kruse (SEAL)
(SEAL)

STATE OF COLORADO,
County of Garfield

The foregoing instrument was acknowledged before me this 19th day of June 1961, by Dallas Kruse and Cleo Fern Kruse
My commission expires July 16, 1964. Witness my hand and official seal.

Frank J. Purseman
Notary Public



Persons or persons here insert name or names; if by persons acting in representative or official capacity or as attorney-in-fact, give name of person or persons, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such corporation and the president or other officers of such corporation, naming it.

No. 214103
WARRANTY DEED
JOINT TENANTS
DALLAS KRUSE
and
CLEO FERN KRUSE
TO
ALVIN L. JOHNSON
and
DOROTHY MAE JOHNSON
STATE OF COLORADO,
County of Garfield
I hereby certify that this instrument was filed
in my office this 20th day of June, 1961,
at _____ o'clock _____ P. M., and duly recorded in
Page _____
Fees, \$ _____
By _____
Notary Public
State of Colorado
Cleo Fern Kruse
Signature tax statements to:

THIS DEED, Made this 1st day of March in the year of our Lord one thousand nine hundred and Sixty-three between

-----LOREN JEWELL and ELVINA JEWELL-----

of the County of Garfield and State of Colorado, of the first part, and

-----HOWARD ROBINSON and CLARICE JANE ROBINSON-----

of the County of Garfield and State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$10.00 and other good and valuable consideration **DOLLARS**

to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

All that part of the SW¹/₄ and SW¹/₄ SE¹/₄ Section 5, also all that part of Lots 2 and 3, Section 8, all in Tp. 6 S., R. 92 W., of the 6th P.M., lying northerly of the present U. S. Highway No. 6 and 24, and southerly of the Ditch in use, known as the Cactus Valley Ditch, described as follows:

Beginning at a point on the Easterly line of said SW¹/₄ SE¹/₄ of Section 5; whence the South East corner of said Section 5 bears S. 83°57' E. 1348.03 ft.; thence S. 282.7 ft. along the Easterly line of said SW¹/₄ SE¹/₄ and the Easterly line of said Lot 2 Section 8 to a point on the Northerly line of said Highway; thence N. 83°17' W. 615.9 ft. along the Northerly boundary of said Highway; thence N. 88°00' W. 849.2 ft. along the Northerly boundary of said Highway; thence N. 87°59' W. 1436.8 ft. along the Northerly boundary of said Highway; thence N. 33°48' W. 538.4 ft.; thence N. 57°40' E. 116.0 ft.; thence N. 46°39' W. 132.46 ft.; thence N. 17°20' W. 183.85 ft.; thence N. 80°49' E. 20.0 ft.; thence S. 89°54' E. 11.48 ft. to a point in the center of said Cactus Valley Ditch; thence N. 85°31' E. 524.82 ft. along the center line of said ditch; thence N. 81°22' E. 183.64 ft. along the center line of said ditch; thence S. 77°34' E. 378.49 ft. along the center line of said ditch; thence S. 57°56' E. 157.74 ft. along the center line of said ditch; thence S. 74°48' E. 376.49 ft. along the center line of said ditch; thence S. 82°45' E. 397.35 ft. along the center line of said ditch; thence S. 59°47' E. 302.54 ft. to a point in the center of said ditch; thence S. 67°48' E. 847.42 ft. along the center line of said ditch; thence N. 71°27' E. 218.0 ft. along the center line of said ditch; to a point on the easterly line of said SW¹/₄ SE¹/₄, the point of beginning. Containing 41.85 acres, more or less.

Together with all ditch and water rights used in connection with said land, including but not by way of limitation, the Jewell No. 1 Seepage Ditch and 3.0 cubic feet of water per second of time, as shown on map filed in the office of the State Engineer and assigned No. 21538; and Jewell No. 2 Seepage Ditch, together with 1.0 cubic ft. of water per second of time, as shown on map filed in the office of the State Engineer and assigned Document No. 21539.

Subject to rights of way in place and being used or of record prior to this date. Subject to an oil and gas lease dated December 12, 1959, and of record.

The grantors reserve unto themselves, their heirs, executors, administrators, and assigns one-half of all the oil, gas and minerals in or upon said real property.

TOGETHER with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part, for them selves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature, save, except the grantees assume and agree to pay the 1962 general taxes and subsequent assessments.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

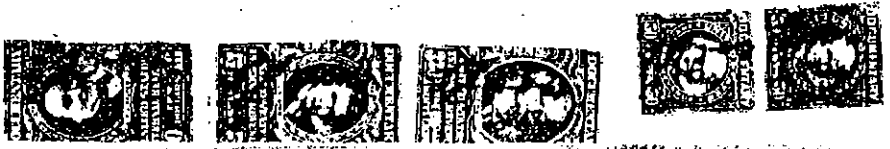
Signed, Sealed and Delivered in the Presence of
Loren Jewell [SEAL]
Loren Jewell
Elvina Jewell [SEAL]
Elvina Jewell
Mrs. Elvina Jewell [SEAL]

STATE OF COLORADO,
County of GARFIELD

The foregoing instrument was acknowledged before me this 11th day of March 19 64 by Loren Jewell and Elvina Jewell, whose powers expires November 19th 19 64. Witness my hand and official seal.

[Signature]
Notary Public

The undersigned hereby certifies that the names of the persons herein named are the names of the persons who executed the foregoing instrument, or of persons acting in representative or official capacity or as attorneys-in-fact, or of officers of corporations, or of officers of partnerships, or of officers of other organizations, as the case may be, and that the names of such persons are correctly stated in the foregoing instrument, and that the names of such persons are correctly stated in the foregoing instrument, and that the names of such persons are correctly stated in the foregoing instrument.



RECORDER'S STAMP
JUL 17 1975
STATE DOCUMENTARY FEE
Ex

THIS DEED, Made this 17th day of July
19 75, between
CAROLYN A. SILVIUS, an unmarried woman
of the County of Garfield and State of
Colorado, of the first part, and
RICHARD J. MURR

of the County of Garfield and State of Colorado, of the second part;
WITNESSETH, That the said party of the first part, for and in consideration of the sum of
-----Ten Dollars and other valuable consideration----- DOLLARS,

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

An easement for ingress and egress by roadway, and for livestock driveway and utility purposes situate in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6 and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5, all in Township 6 South, Range 92 West of the 6th Principal Meridian being more particularly described as follows:

Beginning at a point on the easterly line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6 whence the SE corner of said Section 6 bears S. 00°43'23" E. 1072.33 feet;
thence along the lower Cactus Valley Ditch the following courses:
S. 36°06'19" W. 75.58 feet;
thence S. 24°32'21" W. 82.93 feet;
thence S. 36°37'41" W. 117.46 feet;
thence S. 54°13'56" W. 42.68 feet;
thence N. 66°43'35" W. 59.51 feet;
thence N. 50°08'57" W. 35.00 feet;
thence leaving said ditch on a course bearing N. 39°51'03" E. 40.00 feet;
thence S. 50°08'57" E. 29.17 feet;
thence S. 66°43'35" E. 31.03 feet;
thence N. 54°13'56" E. 13.84 feet;
thence S. 44°34'11" E. 5.06 feet;
thence N. 36°37'41" E. 108.33 feet;
thence N. 24°32'21" E. 82.77 feet;
thence N. 59°40'40" W. 5.03 feet;
thence N. 36°06'19" E. 138.62 feet to the westerly right of way fence of a county road;
thence S. 00°03'14" W. 67.97 feet along said right of way fence to said lower Cactus Valley Ditch;
thence S. 36°06'19" W. 4.04 feet along said ditch to the point of beginning containing .354 acres more or less.

Reserving for the joint use of first party, her heirs, personal representatives, and assigns, a portion of the above easement for roadway purposes described as:
Situate in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6 and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5, all in Township 6 South, Range 92 West of the 6th Principal

Meridian, being more particularly described as follows:

Beginning at a point on the easterly line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6 whence the SE corner of said Section 6 bears S. 00°43'23" E. 1072.33 feet;
 thence S. 36°06'19" W. 75.58 feet along the lower Cactus Valley Ditch;
 thence N. 59°40'40" W. 40.20 feet;
 thence N. 36°06'19" E. 138.62 feet to the westerly right of way fence of a county road;
 thence S. 00°03'14" W. 67.97 feet along said right of way fence to said lower Cactus Valley Ditch;
 thence S. 36°06'19" W. 4.04 feet along said ditch to the point of beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said part of the first part either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto

the said part y of the second part, his heirs and assigns forever.

And the said

part y of the first part,

for her self her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said part y of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever.

Excepting, however, any and all easements and rights of way of a public or private nature, either of record or discoverable by observation of said easement on the premises; also any and all easements and rights of way connected with any minerals rights or reservations or exceptions applicable to adjacent property or to property for which said easement provides access.

and the above bargained premises in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part y of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Carolyn A. Silvius [SEAL]
Carolyn A. Silvius,
AN UNMARRIED WOMAN. [SEAL]
[SEAL]
[SEAL]

STATE OF COLORADO, } ss.
County of Garfield

The foregoing instrument was acknowledged before me this 17 day of July 1975, by Carolyn A. Silvius, an unmarried woman.

My commission expires My Commission expires Aug. 1, 1977.

Witness my hand and official seal.

John L. Kenney
Notary Public.



*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact, or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

RECORDED AT 11:38
REC # 434027

0'CLOCK A.M. APR 23 1992
MILDRED ALSDORF, COUNTY CLERK

BOOK 829 PAGE 853.

COOPERATIVE AGREEMENT FOR PERMANENT DAMAGE PREVENTION FENCING

This agreement made this 5TH day of March, ¹⁹⁹¹ by and between the State of Colorado, Division of Wildlife, acting by and through the Department of Natural Resources, hereinafter called the Division, and Richard Murr whose address is:

37659 Hwy 6 New Castle Co 81647
(address) (City) (state) (zip)

hereinafter called the landowner.

WHEREAS, the Division and the Landowner desire to protect certain property from possible damage by big game; and

WHEREAS, the Division is willing to furnish to the Landowner necessary fence building materials to provide protection to said property; and

WHEREAS, the landowner is willing to maintain said fence throughout its normal life (see Item 6, following).

NOW THEREFORE, it is mutually agreed as follows:

1. The Division will provide fence building materials for one permanent stackyards, or _____ of orchard fence as listed below.
(number)
(feet)
 - a. Posts: Number 49 Wood Height 12' Steel Height _____
Number 45 Height * Height 10'
Number _____ Height _____ Height _____
 - b. Wire Mesh: Amount and Sizes: 3 rolls ft. 47" inch.
3 rolls ft. 32" inch, inch _____, ft. _____ inch.
 - Wire No. of feet: Barbed 2 Rolls Smooth _____
 - c. Panels: Number 4, Size: 7' x 12' GALVANIZED.
 - d. Gates: 2, Size 7' x 14', Type Tubular Steel

2. The fence shall be installed on the following described land.

Sec. 6 Township 6S Range 92W, in GARFIELD County to protect _____ (hay, fruit trees, etc.).

3. The fencing will be installed, according to Division specifications, by the Division _____ by the landowner X or by _____ If to be constructed by the landowners or others, the Division agrees to pay \$0.00 per foot.

4. The Division will furnish the fence building material on or about 4/1/91. (Temporary property loan receipts will be used upon delivery of fencing materials when a complete supply cannot be delivered at one time. These must be signed at the time of the delivery of materials and attached to the cooperative agreement upon completion of the fencing.) All unused materials will be returned to the Division.

5. Fence building material and constructed fence shall remain the property of the Division and remain where stored or installed. In the event such material is not properly used and maintained, or if there is a change in land use or ownership, where a cooperative agreement has not been completed between the new owner and the Division, the Division reserves the right to remove, within a reasonable period of time, said material from the property.
6. The permanent fencing materials involved in this agreement shall have a normal life of 30 years, (~~20~~ years, unless it is mutually agreed circumstances dictate another time period). If this agreement involves fencing for harvested crops, the landowner agrees not to submit a damage claim during the agreed period, for loss of the crops protected by this fence. The landowner also agrees to utilize this permanent fencing to protect the harvested crops that are normally harvested in the area associated with this permanent fencing. If this agreement involves orchard fencing the landowner agrees not to submit a game damage claim during the agreed period for the loss of orchard stock or produce from the fenced area. In either case the landowner will assume responsibility for proper fence maintenance.
7. The undersigned landowner hereby states and certifies that the permanent fencing lies on and/or within the undersigned landowner's property boundary lines. In consideration of the covenants and agreements contained herein, the undersigned landowner hereby agrees that he will indemnify and hold the Division harmless from all loss or damage, including interest, costs and attorney's fees which the Division may sustain as a result of any action, suit, or proceeding brought against the Division for trespass, or other claims which may be asserted by parties other than the undersigned.
8. This agreement is subject to the following additional terms:
Installed on Murr Property on Hwy 6 just west of Miller Lane
9. This agreement shall be binding upon the heirs, assigns, and successors of parties hereto and shall be filed with the County Clerk and Recorder of the county where the fence was constructed making reference to the ownership of the land involved.

IN WITNESS WHEREOF, both parties have set their signatures hereto, the day and year above written.

STATE OF COLORADO, DIVISION OF WILDLIFE
 ACTING BY AND THROUGH THE DEPARTMENT OF
 NATURAL RESOURCES

Richard J. Murr 3/5/71
 Landowner

John L. Lakin 4/19/71
 Area Wildlife Manager

Regional Manager

cc: Denver Office
 Landowner
 Regional Office
 Area Wildlife Manager

AGREEMENT, Made and entered into the 10th day of September 1971 by and between
 George E. Morrison, a married man dealing in his sole and separate property

whose post office address is 326 Park Drive, Glenwood Springs, CO 81601
 CARMACK CONSULTING whose post office address is Grand Junction, CO 81501

WITNESSETH, That the Lessor, for and in consideration of Ten and No/100 (\$10.00 & No/100) DOLLAR cash in hand paid, the receipt of which is hereby acknowledged, and for covenants and agreements hereinafter mentioned, has granted, demised, leased and let, and by these presents covenants, demises, lease and let exclusively with the said Lessee, its heirs and assigns, with its exclusive right for the purpose of mining, exploring for, developing and other methods, and operating for and producing oil and gas, and whatever nature or kind, with rights of way and easements for laying pipe lines, and siting of structures thereon to produce, save and take care of said producers, all that certain tract of land situated in the County of Garfield State of Colorado, as follows to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

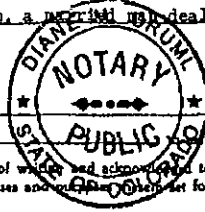
- four
1. It is agreed that this lease shall remain in force for a term of 100 years from this date and as long thereafter as oil or gas of whatever nature or kind is produced from said leased premises or on acreage pooled therewith. If drilling operations are continued as hereinafter provided: If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force as long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion of abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
 2. This is a **PAID-UP LEASE**. In consideration of the down cash payment, Lessee agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence any operations during the primary term. Lessee shall be deemed to have commenced operations if it has released or released, and be relieved of all obligations hereafter accruing as to the acreage surrendered.
 3. In consideration of the premises the said Lessor covenants and agrees:
 - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, one equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
 - 2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas has been found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
 - 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
 4. Where gas from a well capable of producing gas is not sold or used, Lessee may sell or tender as royalty to the royalty owners ten Dollars per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease commencing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
 5. If said Lessee owns a fee interest in the above described land then the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalties) herein provided for shall be paid the Lessor and in the proportion which Lessor's interest bears to the whole and undivided fee.
 6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessee.
 7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
 8. No well shall be drilled more than 200 feet to the base of the lease or to any strata or stratum by delivering to Lessor or by filing for record a release or release, and be relieved of all obligations hereafter accruing as to the acreage surrendered.
 9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
 10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
 11. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No transfer or assignment of Lessor's interest in the assignment or otherwise shall be binding on Lessee until Lessee has been furnished with notice, complete or certified copies of all recorded instruments and documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enhance the obligations or diminish the rights of Lessor, and all Lessor's operations may be conducted without regard to such division. If all or any part of this lease is assigned, no wholesale owner shall be liable for any act or omission of any other leasehold owner.
 12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring unit, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize its leasehold estate and the estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to law exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to include such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations on a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations on a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessee shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations hereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operations approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be modified by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be treated as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to or made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
 13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or is non-feasible as the result of, any such Law, Order, Rule or Regulation.
 14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to request for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default or payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessee, for themselves and their heirs, successors and assigns, hereby surrender and waive all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
 15. Should any one or more of the parties hereinbefore named as Lessee fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessee. The word "Lessee," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessee. All the provisions of this lease shall be binding on each and every one of the Lessees and assigns of Lessee and Lessee.
- IN WITNESS WHEREOF, this instrument is executed at the date first above written.

George E. Morrison
 George E. Morrison

0878-063

STATE OF COLORADO) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF Garfield) ss. Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 16th day of September, 1993, personally appeared George E. Morrison, a married man dealing in his sole and separate property



and _____ known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My Commission Expires 12/24/96 Diana M. Ruml Notary Public.

STATE OF _____) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF _____) ss. Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

and _____ to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My Commission Expires _____ Notary Public.

State of _____) ss. ACKNOWLEDGMENT (For use by Corporations)
County of _____) ss.

On this _____ day of _____, A. D. 19____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19____. _____ Notary Public.

(SEAL) My Commission expires _____

Recording information fields including: No., FROM, TO, Dated, No. Acres, County, Terms, This instrument was filed for record on the day of 19____ at _____ M., and duly recorded in Volume _____ Page _____ of the records of this office. County Clerk, Deputy, Where recorded return to

0878-063

BOOK 0878 PAGE 084

EXHIBIT "A"

Attached to and made a part of that Oil and Gas Lease dated _____
September 10, 1933, by and between George E. Morrison, a
married man dealing in his sole and separate property
and CARMACR CONSULTING of Grand Junction, Colorado.

A. Legal Description:

TOWNSHIP 6 SOUTH, RANGE 92 WEST, 6th P.M.
Section 6: SE/4NE/4, NE/4SE/4 and the North 29.00 acres in the SE/4SE/4
(109.00 acres)

B. The provisions of articles of 1. and 2. above, notwithstanding, the primary term of this lease shall be Four (4) years; PROVIDED THAT no later than fifteen (15) days prior to the second anniversary date of this lease, if this lease is still in its primary term, Lessee may pay to Lessor a sum equal to eight dollars (\$8.00) per acre then under lease. Said payment shall cause the primary term to continue for the final two years. If said payment is not made by Lessee, the primary term of this lease shall expire on the second anniversary date of the lease.

Signed for Identification:

Lessor: George E. Morrison

4

PRODUCERS RE-PAID UP
Rev. 5-60, No. 2

RECORDED AT 4:08 P.M. NOV 02 1993
REC # 454584 MILDRED ALSDORF, COUNTY CLERK
OIL AND GAS LEASE

BOOK 0880 PAGE 802

AGREEMENT, Made and entered into this 14th day of October, 1993, by and between
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

whose post office address is 0589 Thomas Road, Carbondale, CO 81621, hereinafter called Lessor (whether one or more) and
CARNACK CONSULTING
whose post office address is Grand Junction, CO 81501, hereinafter called Lessee.

WITNESSETH, That the Lessor, for and in consideration of Ten and More (\$16.00 & More) DOLLAR cash in hand paid, the receipt of which is hereby acknowledged, and for covenants and agreements hereinafter contained, HAS GRANTED, DEMISED, LEASED and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with its easements and the purpose of mining, exploring or geophysical and other methods, and operations for and producing therefrom oil and all other hydrocarbon or nature of kind, with rights of way and easements for these said lines, and portions of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Garfield
State of Colorado, sections as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

and containing 109.00 acrs. more or less. four

1. It is agreed that this lease shall remain in force for a term of 100 years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are conducted as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion of one well and the beginning of operations on the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production therefrom should cease from any cause during the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of suspension of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessee agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or release, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect with on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where (a) oil is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used on the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owner One Dollar per well per acre royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease and to be made after the expiration of 60 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessee owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessee's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the well of Lessee.

7. When requested by Lessee, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or to any well or to any structure without written consent of Lessee.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (the assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments and documents and other information necessary to establish a complete chain of record title from Lessee, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions of parcels of said land shall operate to enlarge the obligations or demands the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of the lease is assigned, no lessee owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a vesting right, either before or after production, or to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leased hold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil or gas or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether the unit is similar to that herein with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be returned to include such non-producing formations. The formation or formations of any unit shall be accomplished by Lessee entering and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations on a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or re-working operations on a well shut in for want of a market under this lease. In case of the royalties elsewhere herein specified, including shut-in gas royalties, Lessee shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be modified by compliance with the drilling and development requirements of such plan or agreement and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands of any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation, whether the production therefrom is allocated to different portions of the land covered by and paid from the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessee, be regarded as having been produced from the particular tract of land in which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessee shall formally express Lessee's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith. If compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to return the Lessor, by payment, an executed release or other legal title to the above described lands in the event of default of or injury by Lessee and be subrogated to the rights of the holder thereof, and the undersigned Lessee, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties herein have named as Lessee fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessee. The word "Lessor," as used in this lease, shall mean any one or more of all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessee and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Mary N. Neubury, Neuberger
Mary N. Neubury, also known as Mary
Neubury Neuberger, a married woman dealing
in her sole and separate property

Donald Brown Neuberger
Donald Brown Neuberger, also known as
Donald B. Neuberger, a married man dealing
in his sole and separate property

Sue Ann Kentz, also known as Su Kentz, a married woman dealing in her sole and separate
property

11-11-93 113 120

STATE OF COLORADO)
COUNTY OF Pitkin) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th
day of October, 1993, personally appeared MARY N. HARJUN, also known as Mary
Newbury Harjun, a married woman dealing in her sole and separate property

_____ to me knows to be the identical person, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 10-27-96 *Vicki Anderson*
Notary Public

STATE OF COLORADO)
COUNTY OF Pitkin) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th
day of October, 1993, personally appeared Donald Brown Newbury, also known as
Donald B. Newbury, a married man dealing in his sole and separate property

_____ to me knows to be the identical person, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 12-27-96 *Vicki Anderson*
Notary Public

STATE OF COLORADO)
COUNTY OF Pitkin) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th
day of October, 1993, personally appeared Sue Ann Kentz, also known as Su Kentz,
a married woman dealing in her sole and separate property

_____ to me knows to be the identical person, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires 10-27-96 *Vicki Anderson*
Notary Public

FROM TO
No. _____
Dated _____ 19____
No. Acres _____
Term _____
County _____
This instrument was filed for record on the _____ day of _____ 19____ at _____ M., and duly recorded in _____ Page _____ of the records of this office. County Clerk _____
When requested return to _____

EXHIBIT "A"

Attached to and made a part of that Oil and Gas Lease dated October 14, 1992, by and between Mary N. Harutun, also known as Mary Newbury Harutun, a married woman dealing in her sole and separate property, Donald Brown Newbury, also known as Donald B. Newbury, a married man dealing in his sole and separate property, Sue Ann Kents, also known as Su Kents, a married woman dealing in her sole and separate property, C/O 0589 Thomas Road, Carbondale, CO 81623 and CARNACK CONSULTING of Grand Junction, Colorado.

A. Legal Description:

TOWNSHIP 6 SOUTH, RANGE 92 WEST, 6th P.M.
Section 6: SE/4NE/4, NE/4SE/4 and the North 29.00 acres in the SE/4SE/4
(109.00 Total Acres)

Signed For Identification:

Lessors: Mary Newbury Harutun
Mary N. Harutun, also known as Mary Newbury Harutun
Donald Brown Newbury
Donald Brown Newbury, also known as Donald B. Newbury
Sue Ann Kents
Sue Ann Kents, also known as Su Kents

PRODUCERS 83-PAID UP
Rev. 3-60, No. 2-3pc
Spec. CO

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 17th day of April, 2002, by and between
MARY N. HARTMAN ALSO KNOWN AS MARY NEBRARY HARTMAN AND JOHN T. "SKIP" HARTMAN, wife and husband, whose post office address is 8888 Thomas Road, Carbonate, CO 81223 hereinafter called Lessor (whether one or more) and
Williams Production RMT Company whose post office address is 1818 Arapahoe Street, Tower 3, Suite 1000, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Garfield State of Colorado, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

and containing 109.00 acres, more or less. This lease shall specifically include coalbed gas and occluded gas from coal seams.
1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

In the event a well or wells is drilled and completed on the lands, or on the lands pooled therewith, for the purpose of developing coalbed gas, the word "operations" shall mean, in addition to those matters covered in the preceding paragraph: (1) operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, or (2) striking-in or otherwise discontinuing production from said wells to allow the surface or underground mining affecting the drillsite or wellbore.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
1st To deliver to the credit of Lessor, free of cost, in the pipe line in which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the net proceeds derived from such sale or (2) when used by Lessee on said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas, lessor's interest, in either case, to bear one-eighth of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and one-eighth of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale or use.
3rd To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds at the mouth of the well, payable monthly at the prevailing market rate.

4. Where from a well capable of producing gas is not sold or used, Lessor may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon. Lessor shall have the right to gas free of cost from any well on the lands covered herein for use to the principal dwelling house on said lands at the date of this lease. Lessor shall be fully responsible for conditioning the gas for domestic use and the safety and maintenance of connecting lines.

7. When requested by Lessee, Lessee shall bury Lessee's pipe line below plow depth.
8. No well shall be drilled nearer than 200 feet to the house or barn, now on said premises without written consent of Lessor.
9. Lessee shall pay for damage caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission or any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to include such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations of a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations of a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessee shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by executing a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, except as modified, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally execute a written consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same in accordance with the provisions of the same.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or the performance is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right to record for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated as the rights of the holder thereof, and the undersigned Lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereto have named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more of all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Mary N. Hartman
MARY N. HARTMAN
John T. "Skip" Hartman
JOHN T. "SKIP" HARTMAN
SEE: 824-90-8404

271
151

STATE OF COLORADO
COUNTY OF GARFIELD

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of June, 2002,
personally appeared MARY M. HARUTUN also known as MARY NEWBURY HARUTUN and JOHN T. "BOB" HARUTUN, wife and
husband

xxx _____
_____ to me known to be the identical person _____ described in and who executed the within
and foregoing instrument of writing and acknowledged to me that _____ they _____ duly executed the same as _____ their _____ free and voluntary act and deed
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Sept. 1, 2003

Patricia Lopez
Notary Public



Address: 0250 Hwy 133
Carbonado My Commission Expires 09/01/2003



STATE OF _____
COUNTY OF _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2002,
personally appeared _____

xx _____
_____ to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public _____

Address: _____

STATE OF _____
COUNTY OF _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2002,
personally appeared _____

xx _____
_____ to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

My Commission Expires _____

Notary Public _____

Address: _____

After receiving either in:
General Land Services
PO Box 1223
Glenwood Springs, CO
81602

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED APRIL 17, 2002, BY AND BETWEEN MARY N. HARUTUN ALSO KNOWN AS MARY NEWBURY HARUTUN AND JOHN T. "SKIP" HARUTUN, WIFE AND HUSBAND, LESSOR, AND WILLIAMS PRODUCTION RMT COMPANY, LESSEE:

DESCRIPTION OF LANDS:


Township 6 South, Range 92 West of the 6th P.M.:

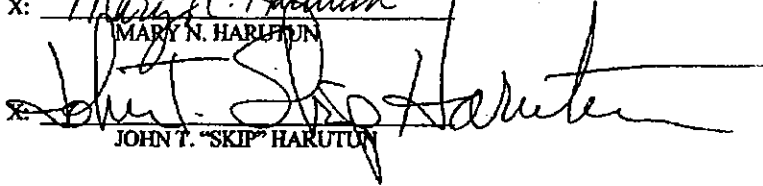
Section 06: SE/4NE/4, NE/4SE/4 and the North 29 acres of the SE/4SE/4

All the above described lands containing in aggregate 109.00 acres, more or less.

Lessor herein intends to lease any right, title and interest Lessor may have in and to any and all mineral rights on, in and under any and all streets, county roads, highways, railroad strips and/or any and all other easements and rights of way whatsoever, canals, ditches and other waterways lying across and/or adjacent and/or in any way appertaining to the lands hereinabove described, including without limitation any lands acquired by accretion through meander of waterways.

SIGNED FOR IDENTIFICATION:

X: 
MARY N. HARUTUN

X: 
JOHN T. "SKIP" HARUTUN

481102 B-948 P-155 07/27/95 02:10P PG 1 OF 1
MILDRED ALSDORF GARFIELD COUNTY CLERK AND RECORDER

Doc. No. 160131
Plat No.
Grid No.

Jiacoletti Richard L. Holean
R.O.W. AGENT DESCRIPTION AUTHOR APPROVED
Address: 4773 County Road 214
Silt, Colorado 81652

PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor hereby acknowledges receipt of \$ due consideration and/or other goods and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO, Seventeenth Street Plaza, 1225 17th Street, Denver, Colorado, 80202-6533, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across and along a course as said lines may be hereafter constructed and replaced in LOT _____ BLOCK _____ SUBDIVISION _____

RECORDER'S STAMP

in the Southeast 1 of Section 6 Township 6S Range 92W
of the 6th Principal Meridian in the City of Rifle,
County of Garfield State of Colorado, the easement being described as follows:

A electrical power line utility easement being 5 feet in width and lying 2.5 feet on each side of the following described centerline.

Beginning at a point in the westerly R.O.W. of Miller Lane whence the SE corner of Section 6, T6s, R92W of the 6th Prime Meridian bears South 13°30'58" East 1452.79 feet; thence South 88°45'56" West 391.48 feet; thence South 88°57'55" West 281.51 feet; South 09°14'03" East 10.05 feet to a point in an existing fence the point of terminus from whence said Southeast corner bears South 36°02'28" East 1717.95 feet.

The easement is 5 feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to compass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement all right, privilege and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

"Grantor" shall include the singular, plural, feminine, masculine, and neuter.

Signed this 26th day of July, 1995

WITNESSES:

Jiacoletti

GRANTOR:

Richard Murr
Richard Murr

STATE OF COLORADO,)
County of Garfield) ss.

The foregoing instrument was acknowledged before me this

26th day of July, 1995 by Richard Murr

My commission expires 10-15-95
Witness my hand and official seal.

Donald L. Currie
NOTARY PUBLIC

* If acting in official capacity, insert name and title of office or capacity and for whom acting.
Public Service Co.

RETAIN PERMANENTLY

METHOD OF PAYMENT due consideration
W.O./J.O. NO. 41-64791
TOWN Rifle
Rifle, Colorado 81650
LOCATION 0277 Miller Lane
DIVISION Western

602

GRANT OF EASEMENT

RICHARD J. MURR (hereinafter "Grantor"), owner in fee of that real property in Garfield County, Colorado, described as follows:

The SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, Township 6 South, Range 92 West of the Sixth Principal Meridian,

for good and valuable consideration, hereby grants and conveys a perpetual, non-exclusive easement to MICHAEL G. DOOLEY and SHARON R. DOOLEY (hereinafter "Grantees"), owners of that real property in Garfield County, Colorado, described as follows:

The SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, Township 6 South, Range 92 West of the Sixth Principal Meridian,

excepting the North 300 feet of the West 400 feet thereof, and
excepting a parcel more fully described in warranty deed recorded in Book 1043 at Page 375 in the Office of the Garfield County Clerk and Recorder (hereinafter "the Grantees' property"), which easement is appurtenant to Grantees' real property and is particularly described as follows:

A well easement located in Section 6, Township 6 South, Range 92 West of the 6th P.M., being more particularly described as follows:

Beginning at a rebar and cap P.L.S. 13501 the Southeast Corner of Lot 2 Dooley Subdivision Exemption as Filed in the Clerk and Recorder's Office, County of Garfield, State of Colorado; thence along the east line of said Lot 2 N00°38'54"W 379.89 feet to the true point of beginning; thence continuing along said east line N00°38'54"W 50.00 feet; thence leaving said east line N89°21'06"E 39.00 feet; thence S00°38'54"E 50.00 feet; thence S89°21'06"W 39.00 feet to the true point of beginning.

Said easement contains 1950 +/- square feet as described.
County of Garfield, State of Colorado.

This easement is for the purpose of the construction, use and maintenance of a water well, pipeline and accessories. By acceptance of this easement, Grantees accept the responsibility for maintaining the well and accessories in good condition, and further agree that the easement shall not be fenced within Grantor's real property without Grantor's permission. If fenced, the West line of the easement shall include a gate for access to the easement for maintenance purposes.

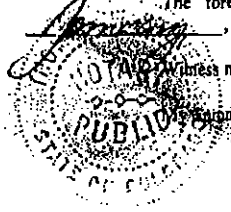
This Grant and conveyance is made this 23rd day of January, 2003, and shall run with the ownership of the Grantee's property, and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

GRANTOR:

Richard J. Murr
Richard J. Murr

STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

The foregoing Grant of Easement was acknowledged before me this 23rd day of January, 2003, by Richard J. Murr.



In witness my hand and official seal.

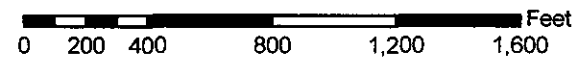
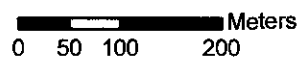
My Commission Expires: April 9, 2006

[Signature]
Notary Public

127
0/1

SOIL SURVEY OF RIFLE AREA, COLORADO, PARTS OF GARFIELD AND MESA COUNTIES









Lexie Meadow Estates



SOIL SURVEY OF RIFLE AREA, COLORADO, PARTS OF GARFIELD AND MESA COUNTIES

Lexie Meadow Estates

MAP LEGEND

- Soil Map Units
- Cities
-  Detailed Counties
-  Detailed States
-  Interstate Highways
-  Roads
-  Rails
-  Water
-  Hydrography
-  Oceans

MAP INFORMATION

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>

Coordinate System: UTM Zone 13

Soil Survey Area: Rifle Area, Colorado, Parts of Garfield and
Mesa Counties

Spatial Version of Data: 1

Soil Map Compilation Scale: 1:24000

Map comprised of aerial images photographed on these dates:
1993

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend Summary

Rifle Area, Colorado, Parts of Garfield and Mesa Counties

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
54	Potts loam, 1 to 3 percent slopes	31.4	37.5
55	Potts loam, 3 to 6 percent slopes	13.8	16.5
56	Potts loam, 6 to 12 percent slopes	19.2	22.9
57	Potts-Ildefonso complex, 3 to 12 percent slopes	19.4	23.2

Dwellings and Small Commercial Buildings

Rifle Area, Colorado, Parts of Garfield and Mesa Counties

[The information in this table indicates the dominant soil condition but does not eliminate the need for onsite investigation. The numbers in the value columns range from 0.01 to 1.00. The larger the value, the greater the potential limitation. The table shows only the top five limitations for any given soil. The soil may have additional limitations]

Map symbol and soil name	Pct. of map unit	Dwellings without basements		Dwellings with basements		Small commercial buildings	
		Rating class and limiting features	Value	Rating class and limiting features	Value	Rating class and limiting features	Value
54: Potts	85	Somewhat limited Shrink-swell	0.5	Not limited		Somewhat limited Shrink-swell	0.5
55: Potts	85	Somewhat limited Shrink-swell	0.5	Not limited		Somewhat limited Shrink-swell Slope	0.5 0.13
56: Potts	85	Somewhat limited Shrink-swell Slope	0.5 0.04	Somewhat limited Slope	0.04	Very limited Slope Shrink-swell	1 0.5
57: Potts	60	Somewhat limited Shrink-swell Slope	0.5 0.01	Somewhat limited Slope	0.01	Very limited Slope Shrink-swell	1 0.5
Ildefonso	30	Very limited Large stones content Slope	1 0.04	Very limited Large stones content Slope	1 0.04	Very limited Slope Large stones content	1 1

Roads and Streets, Shallow Excavations, and Lawns and Landscaping

Rifle Area, Colorado, Parts of Garfield and Mesa Counties

[The information in this table indicates the dominant soil condition but does not eliminate the need for onsite investigation. The numbers in the value columns range from 0.01 to 1.00. The larger the value, the greater the potential limitation. The table shows only the top five limitations for any given soil. The soil may have additional limitations]

Map symbol and soil name	Pct. of map unit	Local roads and streets		Shallow excavations		Lawns and landscaping	
		Rating class and limiting features	Value	Rating class and limiting features	Value	Rating class and limiting features	Value
54: Potts	85	Somewhat limited Shrink-swell	0.5	Somewhat limited Cutbanks cave	0.1	Not limited	
55: Potts	85	Somewhat limited Shrink-swell	0.5	Somewhat limited Cutbanks cave	0.1	Not limited	
56: Potts	85	Somewhat limited Shrink-swell Slope	0.5 0.04	Somewhat limited Cutbanks cave Slope	0.1 0.04	Somewhat limited Slope	0.04
57: Potts	60	Somewhat limited Shrink-swell Slope	0.5 0.01	Somewhat limited Cutbanks cave Slope	0.1 0.01	Somewhat limited Slope	0.01
ldefonso	30	Very limited Large stones content Slope	1 0.04	Very limited Large stones content Cutbanks cave Slope	1 0.1 0.04	Somewhat limited Large stones content Droughty Slope	0.84 0.13 0.04

Roads and Streets, Shallow Excavations, and Lawns and Landscaping

Soil properties influence the development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. This table shows the degree and kind of soil limitations that affect local roads and streets, shallow excavations, and lawns and landscaping.

The ratings in the table are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect building site development. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings in the table indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

"Local roads and streets" have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material; a base of gravel, crushed rock, or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete), or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity. The properties that affect the ease of excavation and grading are depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, depth to a water table, ponding, flooding, the amount of large stones, and slope. The properties that affect the traffic-supporting capacity are soil strength (as inferred from the AASHTO group index number), subsidence, linear extensibility (shrink-swell potential), the potential for frost action, depth to a water table, and ponding.

"Shallow excavations" are trenches or holes dug to a maximum depth of 5 or 6 feet for graves, utility lines, open ditches, or other purposes. The ratings are based on the soil properties that influence the ease of digging and the resistance to sloughing. Depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, the amount of large stones, and dense layers influence the ease of digging, filling, and compacting. Depth to the seasonal high water table, flooding, and ponding may restrict the period when excavations can be made. Slope influences the ease of using machinery. Soil texture, depth to the water table, and linear extensibility (shrink-swell potential) influence the resistance to sloughing.

"Lawns and landscaping" require soils on which turf and ornamental trees and shrubs can be established and maintained. Irrigation is not considered in the ratings. The ratings are based on the soil properties that affect plant growth and trafficability after vegetation is established. The properties that affect plant growth are reaction; depth to a water table; ponding; depth to bedrock or a cemented pan; the available water capacity in the upper 40 inches; the content of salts, sodium, or calcium carbonate; and sulfidic materials. The properties that affect trafficability are flooding, depth to a water table, ponding, slope, stoniness, and the amount of sand, clay, or organic matter in the surface layer.

Information in this table is intended for land use planning, for evaluating land use alternatives, and for planning site investigations prior to design and construction. The information, however, has limitations. For example, estimates and other data generally apply only to that part of the soil between the surface and a depth of 5 to 7 feet. Because of the map scale, small areas of different soils may be included within the mapped areas of a specific soil.

The information is not site specific and does not eliminate the need for onsite investigation of the soils or for testing and analysis by personnel experienced in the design and construction of engineering works.

Government ordinances and regulations that restrict certain land uses or impose specific design criteria were not considered in preparing the information in this table. Local ordinances and regulations should be considered in planning, in site selection, and in design.

Source of Reclamation Material, Roadfill, and Topsoil

Rifle Area, Colorado, Parts of Garfield and Mesa Counties

[The information in this table indicates the dominant soil condition but does not eliminate the need for onsite investigation. The numbers in the value columns range from 0.00 to 0.99. The smaller the value, the greater the limitation]

Map symbol and soil name	Pct. of map unit	Potential as a source of reclamation material		Potential as a source of roadfill		Potential as a source of topsoil	
		Rating class and limiting features	Value	Rating class and limiting features	Value	Rating class and limiting features	Value
54: Potts	85	Fair		Good		Fair	
		Organic matter content low	0.13			Too clayey	0.72
		Water erosion	0.9				
		Too clayey	0.99				
55: Potts	85	Fair		Good		Fair	
		Organic matter content low	0.13			Too clayey	0.72
		Water erosion	0.9				
		Too clayey	0.99				
56: Potts	85	Fair		Good		Fair	
		Organic matter content low	0.13			Too clayey	0.72
		Water erosion	0.9			Slope	0.96
		Too clayey	0.99				
57: Potts	60	Fair		Good		Fair	
		Organic matter content low	0.13			Too clayey	0.72
		Water erosion	0.9				
		Too clayey	0.99				
Ildefonso	30	Poor		Poor		Poor	
		Stone content	0	Stone content	0	Rock fragments	0
		Carbonate content	0.68	Cobble content	0.68	Hard to reclaim (rock fragments)	0
		Droughty	0.85			Carbonate content	0.84
		Organic matter content low	0.88			Slope	0.96

Sewage Disposal

Rifle Area, Colorado, Parts of Garfield and Mesa Counties

[The information in this table indicates the dominant soil condition but does not eliminate the need for onsite investigation. The numbers in the value columns range from 0.01 to 1.00. The larger the value, the greater the potential limitation. The table shows only the top five limitations for any given soil. The soil may have additional limitations]

Map symbol and soil name	Pct. of map unit	Septic tank absorption fields		Sewage lagoons	
		Rating class and limiting features	Value	Rating class and limiting features	Value
54: Potts	85	Very limited Slow water movement	1	Very limited Seepage	1
55: Potts	85	Very limited Slow water movement	1	Very limited Seepage Slope	1 0.68
56: Potts	85	Very limited Slow water movement Slope	1 0.04	Very limited Slope Seepage	1 1
57: Potts	60	Very limited Slow water movement Slope	1 0.01	Very limited Slope Seepage	1 1
Ildefonso	30	Very limited Large stones content Slope	1 0.04	Very limited Slope Large stones content Seepage	1 1 1

**Lexie Meadow Estates
Integrated Vegetation and Noxious Weed Management Plan
Garfield County, Colorado**



Photo 1. View from northeast corner looking southwest.

Prepared for:

**Jim Cagle
J & L Sandwiches, Inc
P.O. Box 2822
Grand Junction, CO**

Prepared by:

**Bill Clark, Biologist
Clark Ecological
1673 US HWY 50
Grand Junction, CO 81503
970-250-0275**

In Coordination with:

**Boundaries Unlimited, Inc.
823 Blake Ave., Ste. 102
Glenwood Springs, CO 81601**

Lexie Meadow Estates

Integrated Vegetation and Noxious Weed Management Plan

Introduction

On August 22 and 29, 2006, site inspections of the subject property located west of County Road 227, Miller Lane at Antonelli Lane, were conducted for the purpose of identifying appropriate topics for inclusion in an integrated vegetation and noxious weed management plan. Factors considered include soil type and texture, existing land management, absence or presence of listed noxious weeds and likely potential natural vegetation community.

Landscape Setting

Lexie Meadow Estates is on a terrace north of the Colorado River in an area shown as Cactus Valley on the US Geological Survey 7_ minute topographic map. Terrain is gently sloping to moderately steep where a slight swale bisects from east to southwest through the central and southern portions of the property. Most of the property has a southerly aspect. Soils are Potts loam and Potts-Ildefonso fine, sandy loam complex (NRCS, 2006b).

According to the Natural Resources Conservation Service of the U.S. Dept. of Agriculture, 2006b, potential natural vegetation for both soils present includes basin big sagebrush (*Artemisia tridentata tridentata*), western wheatgrass (*Pascopyrum smithii*), needle and thread (*Hesperostipa comata comata*), bluebunch wheatgrass (*Pseudoroegneria spicatum spicatum*), Indian ricegrass (*Achnatherum hymenoides*), bottlebrush squirreltail (*Sitanion hystrix*), and rubber rabbitbrush (*Ericameria nauseosus*). Basin big sagebrush with an understory of cheatgrass (*Bromus tectorum*), and very few black greasewood shrubs (*Sarcobatus vermiculatus*) and little else was found adjacent to the site on a small area of intensively grazed but otherwise



unaltered rangeland (Photo 2).

The entire Lexie Meadow Estates site is sprinkler irrigated. The northern portion was previously planted to oats which are coming up in relatively low density, <50%, in competition with field

bindweed and lambsquarter (mid-ground in Photo 1). Few perennial grasses or alfalfa were observed in the portion of the property north of a line projected west from Antonelli Lane. The south portion is alfalfa/mixed grass hay ready to be cut. There is pressurized irrigation water along the east property line.

Current Amount of Infested Land Needing Treatment

While the majority of property is free of a high density of listed noxious weed species, five Garfield County noxious weed species, in bold type in Table 1, were observed at locations shown on the map on page 12. Four, common burdock, bull thistle, plumeless thistle and a few scotch thistles were few in number although the bull thistle is widely spread across approximately 25 acres, mostly in the southeast quadrant. Nearly every notation for these four species on the map is for a single plant. Three of the thistles appeared under stress, some from insects feeding on buds and blooms. Insect damage along with previous mowing made differentiation of biennial thistles difficult.

Canada thistle occupies a little more than 1 acre total in plots of dense cover (3-90%) scattered throughout the west half of the property and across the southern portion. Most Canada thistle patches are very dense in the center of the patch to 90% or more cover decreasing to less than 3% cover on the patch perimeter. Where found in the more robust alfalfa/mixed grass hay, the Canada thistle is less dense at the center of the patch but is at least as dense as 25% cover. The largest plot occupies approximately 0.47 acre. Most Canada thistle patches on the property are less than 0.01 ac. (435 ft²).

A couple of mature Russian olive trees are found near the pond and ditch off the southwest corner of the property. While not observed on the property at the time of inspection, property owners should be vigilant for chicory and Russian olive.

Table 1. Garfield County Listed Noxious Weeds Present at Lexie Meadow Estates (in bold).				
Common Name*/ USDA Symbol	Scientific Name	Type**	Acres	Control Methods
Common Burdock ARMI2	<i>Arctium minus</i>	B	A few plants	For this plan, cut and dig rosettes and bolting plants is recommended due to small number of plants. Re-seed with aggressive grasses and herbicides shouldn't be necessary due to low infestation.
Thistle, Plumeless CAAC	<i>Carduus acanthoides</i>	A/B	A few plants	Winter annual/biennial; tillage or hand grubbing in rosette stage, mowing during bolting to early flowering stage, cut and bag mature seed heads, and seed head weevils are recommended due to low density of infestation and presence of parasitic insects. Herbicides are not necessary at this time if the hand work and mowing is done in a timely manner.
Thistle, Bull CIVU	<i>Cirsium vulgare</i>	B	30 ac. <1% density	Till or hand grub in the rosette stage, mow at bolting or early flowering; apply seed head & rosette weevils, leaf feeding beetles, cut and bag mature seed heads. Herbicides in rosette stage are

Table 1. Garfield County Listed Noxious Weeds Present at Lexie Meadow Estates (in bold).				
Common Name*/ USDA Symbol	Scientific Name	Type**	Acres	Control Methods
				not necessary at this time due to low density of infestation but are an option.
Chicory CIIN	<i>Cichorium intybas</i>	P	Not present	Plant competitive grasses in disturbed areas, be alert, herbicides work best on rosettes. Mowing can reduce an infestation.
Thistle, Canada CIAR4	<i>Cirsium arvense</i>	P	Patches of <0.01-0.47 ac 3-90% density	Mowing every 2 weeks over 3 growing seasons, and using parasitic insects, or mowing every 2 or 3 weeks followed by herbicide application in late summer or fall, with combination treatments working best. When using herbicides use a mix with two different modes of action. Re-seeding with competitive plants necessary on north half while south half has good enough grass to allow spraying only when using appropriate herbicides.
Houndstongue CYOF	<i>Cynoglossum officinale</i>	B	One small patch of rosettes	Re-seed with aggressive grasses, remove at flowering or early seed, or apply herbicides at pre-bud or rosette stage.
Russian olive ELAN	<i>Elaeagnus angustifolia</i>	P	Not Present	Seedlings and sprouts easily hand-pulled when the soil is moist. Once established, cut-stump herbicide treatment most effective.
*State of Colorado. 2000. Colorado Revised Statute 35-5-5. **A - Annual, B - biennial, P - perennial				

A species found on the State of Colorado "C" list at 8CCR1203-19, *Convolvulus arvensis*, field bindweed (COAR4) is common throughout the property and will be a nuisance in re-seeding and landscaping efforts. Another, *Bromus tectorum*, cheatgrass, is found immediately adjacent to the west and likewise will be problematic in landscaping (Photo 2).

Recommended Treatment

It is important to know whether the target is annual, biennial, or perennial to select strategies that effectively control and hopefully eliminate the target. Treatment strategies are different depending on plant type and are summarized in Tables 2 and 3. Herbicides should not necessarily always be the first treatment of choice when other methods can be effectively employed.

Table 2. Treatment Strategies for Annual and Biennial Noxious Weeds Target: Prevent Seed Production
1. Hand grub (pull), hoe, till, cultivate in rosette stage and before flowering or seed maturity. If seeds develop, cut and bag seed heads.
2. Chop roots with a spade below soil level.
3. Treat with herbicide in rosette or bolting stage, before flowering.
4. Mow biennials after bolting stage, before seed set. Mowing annuals will not prevent

Table 2. Treatment Strategies for Annual and Biennial Noxious Weeds
Target: Prevent Seed Production

flowering but can reduce total seed production.

Herbicide treatment with two or more herbicide modes of action in fall is the best method to control difficult perennials such as Canada thistle. The resilience of Canada thistle and its ability to quickly develop immunity to herbicides, particularly those used incorrectly makes it imperative to use the proper chemicals at the correct time in the specified concentration. Most misuse seems centered around excessive use either in frequency or concentration resulting in mostly top kill.

Table 3. Treatment Strategies for Perennials
Target: Deplete nutrient reserves in root system, prevent seed production

1. Allow plants to expend as much energy from root system as possible, do not treat when first emerging in spring but allow growth to bud/bloom stage. If seeds develop, cut and bag if possible.
2. Herbicide treatment at bud to bloom stage or in the fall (recommended). In the fall plants draw nutrients into the roots for winter storage. Herbicides will be drawn down to the roots more efficiently at this time due to translocation of nutrients to roots rather than leaves. If the weed patch has been present for a long period of time, another season of seed production is not as important as getting the herbicide into the root system. Spraying in fall (after middle August) will kill the following year's shoots, which are being formed on the roots at this time.
3. Mowing usually is not recommended because the plants will flower anyway; seed production should be reduced. Many studies have shown that mowing perennials and spraying the re-growth is not as effective as spraying without mowing. Effect of mowing is species dependent; therefore, it is imperative to know the species and its basic biology. Timing of application must be done when biologically appropriate which is not necessarily convenient.
4. Tillage may or may not be effective. Most perennial roots can sprout from pieces only 1/2" - 1" long. Clean machinery thoroughly before leaving the weed patch.
5. Hand pulling is generally not recommended for perennial species unless you know the plants are seedlings and not established plants. Hand pulling can be effective on small patches but is very labor intensive because it must be done repeatedly.

Following any non-selective herbicide treatment (eg. glyphosate), the entire treated portion should be replanted with a mix of grasses recommended in this plan. The seed mix of grasses does not include forbs or shrubs due to the presence of Canada thistle and field bindweed. Shrubs and native wildflowers are adversely affected by herbicides much as the weeds are affected. Shrub, forb and tree components of the vegetation community can be added after control of undesirable species has been attained.

Best Management Practices

In all cases temporary disturbance should be kept to an absolute minimum where alfalfa-grass hay cover is to be retained. All disturbances should be immediately replanted with the

recommended mix in the re-vegetation section unless part of an area where alfalfa is intended to be grown.

In areas with slope greater than 3%, imprinting of the seed bed is recommended. Imprinting can be in the form of dozer tracks or furrows perpendicular to the direction of slope. When hydro-seeding or mulching, imprinting should be done prior to seeding. If broadcast seeding and harrowing, imprinting should be done after seeding and harrowing. Furrowing can be done by several methods, the most simple of which is to drill seed perpendicular to the direction of slope in a prepared bed. Other simple imprinting methods include deep hand raking and harrowing, always perpendicular to the direction of slope.

Herbicides:

The entire north half of the property should be treated with non-selective herbicides, e.g., glyphosate, for total kills of all vegetation. Adding a selective herbicide to the non-selective may enhance the effectiveness of the non-selective herbicide. This will target the listed noxious weed, Canada thistle, and field bindweed, which, while not listed in Garfield County, will make reclamation efforts difficult if left untreated. The treated area should then be re-seeded according to directions in the re-vegetation section.

On the southern half of the property, selective herbicide treatment along with other methods should be initiated on the Canada thistle. Treatment should be non-injurious to grasses, e.g. acetolactate synthase (ALS) inhibitors and synthetic auxins, which will also, unfortunately, target the alfalfa. Prior treatment efforts on a small spot of Canada thistle can be observed along the south property line. In the treatment spot, grass cover is 90% and Canada thistle 10% with total kill of alfalfa. Canada thistle sprayed is exhibiting a strong resistance to the herbicide used. This illustrates the importance of knowing when and how to initiate and conduct control efforts.

Difficult species respond better to application at one time of two or more modes of action (biological reason for plant death) rather than one. Local certified commercial herbicide applicators report best control of Canada thistle using a combination of modes of action. It has also been found that use of two different groups of chemicals in the same mode of action can increase effectiveness on difficult species, e.g. phenoxy and benzoic acids or carboxylic acids and benzoic acids in a mix. Some come commercially pre-mixed, e.g. Crossbow and Super Weed-be-Gone Max which are available over the counter. Some of the most effective herbicides are restricted use and available only for licensed applicators.

Non-professionals or landowners using herbicides must use the concentration specified. Herbicides generally do not work better at higher concentrations. Most herbicide failures observed by the author are related to incomplete control caused by high concentrations killing top growth before the active ingredient can be transported to the roots through the nutrient relocation process.

Most herbicide applications should use a surfactant as directed on the herbicide label.

Grazing:

There is currently no grazing. Proposed lot size is sufficient to conduct limited grazing. Grazing should be controlled in a manner to enhance the vegetative community. Certain noxious weeds are highly palatable during short stages of the life cycle to certain grazing animals including goats, sheep, mule deer, elk, cattle and horses. It is beyond the scope of this plan to recommend grazing management strategies for each of the proposed parcels. It is sufficient to say future grazing should enhance, not detract from integrated vegetation management including the control or eradication of listed noxious weeds.

Mechanical:

Currently, all listed weeds on site with the exception of Canada thistle can be controlled mechanically by cutting and bagging plants with ripened seed heads, pulling, or cutting the tap roots a little below the soil surface on flowering plants, and cutting rosettes just below the soil surface. It is recommended all plants with ripened seed heads be cut and bagged. Even with some seed drop, the effort will greatly reduce seed release and future mechanical control.

Canada thistle can be controlled usually only by combination treatments including repeated mowing to deplete the root reserves. Mowing commences after flower development but before seed ripening. The initial mowing is repeated thereafter every two or three weeks as long as plants keep bolting and flowering. This is an effective method in combination with selective herbicides (Table 5).

Alternative Methods:

Some noxious weeds are subject to damage from beneficial insects. Included are Canada thistle stem mining beetle, *Ceutorhynchus litura*, Canada thistle bud weevil, *Larinus planus*, musk and plumeless thistle rosette weevil, *Trichosirocalus horridus*, Canada thistle stem gall fly, *Urophora cardui*, and Thistle Defoliating Beetle, *Cassida rubiginosa*, which feeds on the foliage of Canada, musk, and plumeless thistles (Sullivan, 2004).

The bindweed mite, *Aceria malherbae*, is a microscopic mite imported from southern Europe as a biological control agent for field bindweed (Hammon, 2006). According to recent anecdotal information it may be a very effective control for bindweed on the southern half of the property in the alfalfa.

Another alternative method, particularly for Canada thistle, is the application of vesicular-arbuscular mycorrhizal fungi (V/AMF). These fungi, mostly of the genus *Glomus* are symbiotic with about 80% of all vegetation. Endo-mycorrhizal fungi are associated mostly with grasses and forbs and ecto-mycorrhizal fungi are associated mostly with trees and some shrubs. In symbiosis, the fungi increase water and nutrient transfer capacity of the host root system by as much as several orders of magnitude (Barrow and McCaslin, 1995). Over-the-counter commercial products, which are better adapted to coating seeds when reseeding and treating roots of live seedling trees and shrubs at time of planting come in powder and are available from

many different sources. Some applicators, including a New Castle company, collect and grow local accessions of V/AMF. The latter are applied to weed patches and are reputed to greatly increase competition of native plants with Canada thistle in particular thereby affecting a non-chemical control of some noxious weeds.

Revegetation

Both soil types on the property support nearly identical native vegetation. As stated previously, the recommended mix is limited to grasses due to the prevalence of field bindweed and the need to use selective herbicides to spot treat both perennial Canada thistle and biennial bull, scotch, and plumeless thistle as well as the field bindweed.

Table 4. Recommended Seed Mix and Drilled or Hydro-seed Rate for Lexie Meadow Estates				
Scientific Name/Seeds per Pound	Common Name/Preferred Cultivar	No. PLS/Ft ²	% of Mix by PLS Wt.	Application Rate Lbs PLS/acre
<i>Achnatherum hymenoides</i> 140,000	Indian ricegrass/ Paloma*	4	12.5	1.25
<i>Hesperostipa comata comata</i> 115,000	Needle and thread	4	15	1.5
<i>Pascopyrum smithii</i> 140,000	Western wheatgrass/ Arriba*	10	31	3.1
<i>Pseudoroegneria spicata spicata</i> 140,000	Bluebunch wheatgrass/ P7	10	31	3.1
<i>Sitanion hystrix</i> 192,000	Bottlebrush squirreltail	4	10	0.90
<i>Poa canbyi</i> 925,000	Canby bluegrass/ Canbar	4	0.5	0.19
Total		36 PLS/FT²	100	10.04 Lbs. PLS/AC

*Accept no other cultivar for this site. (NRCS, 2006a), Colorado Natural Heritage Program, 1998.

Seeding rate should be doubled for broadcast application. Preferred seeding method is multiple seed bin rangeland drill in standing or down dead vegetation with no soil preparation. Seed should be bagged separately so each size group of seed can be metered at the appropriate rate. Applying a quarter pound over an acre with a species such as canby bluegrass is difficult and may require use of wheat bran or rice hulls or some other adjuvant to assist metering the small seeds at the appropriate rate.

Alternative seeding methods include but are not limited to:

- harrow with just enough soil moisture to create a rough surface, broadcast seed and re-harrow, preferably at a 90 degree angle to the first harrow,
- hydro-seeding (most economical in terms of seed cost), and

- hand raking and broadcast followed by re-raking at a 90 degree angle to the first raking.
- These are not the only means of replanting the site. However, these methods have been observed to be effective in similar landscapes.

Upon successful control of target species and establishment of grasses, shrubs, forbs and trees can be planted without concern for herbicide damage. Few native forb seeds are available commercially as cultivars. Most are collected from natural populations. Native shrubs and forbs often do not establish well from seed, particularly when mixed with grasses. Past experience has shown that stabilizing the soil with grasses, accomplishing weed control and then coming back to plant live; containerized woody species in copses has been the most cost effective method for establishing the woody species component of the plant community.

Upon completion of noxious weed control and establishment of native grasses, the following species are adapted to the site and can be planted. Best results can be expected from use of live, containerized plant materials. These species are available in containers of 10 in.³, 1 quart, 1 gallon and 5 gallon containers and are available locally from Rocky Mountain Native Plants, Silt, or Palisade Gardens, Palisade, CO. Other vendors may have native species depending on local availability at the time of need.

Scientific Name	Common Name
<i>Amelanchier alnifolia</i>	Serviceberry
<i>Artemisia tridentata tridentata</i>	Basin big sagebrush
<i>Atriplex canescens</i>	Four-wing saltbush
<i>Achillea millefolium occidentalis</i>	Western yarrow
<i>Hedysarum boreale</i>	Northern sweetvetch
<i>Linum lewisii</i>	Blue flax
<i>Penstemon strictus</i>	Rcky Mtn Penstemon

Number of plants needed is based on the mature size of the species and, to a lesser extent, size of live plant material at time of planting. Temporary, supplemental irrigation for approximately 3 years after planting will greatly increase successful establishment of shrubs and forbs. Once established, the recommended species should not need supplemental irrigation.

Life Cycle and Management Calendars

Figure 1 is a 2 year calendar for control and life cycle of biennial thistles. Table 5 is a calendar specifically for Canada thistle and Table 6 is for the other species mentioned in the report.

Hartzler, 2006.

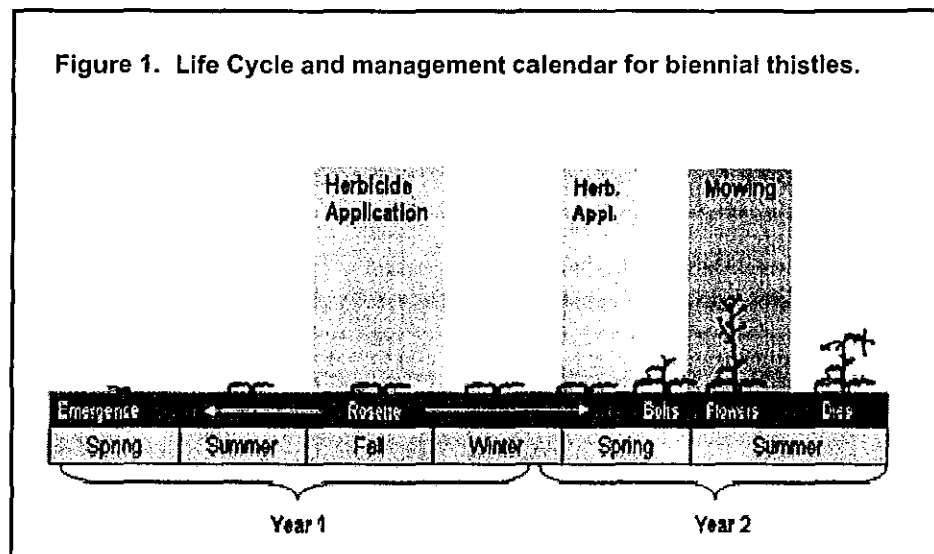


Table 5. Canada thistle management calendar

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Active Growth				X	X	X	X	X	X	X		
Bio-Control (Grazing)					X	X						
Mowing							X	X				
Herbicide Application					X	X			X	X		

Adams County Cooperative Extension Service, 2003

Table 6. Life cycle and management calendar for other noxious weeds

Species	Type*	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Chicory	B			germination	rosettes		bolting	flowering					
Houndstongue	B	rosettes	-->	prebud	flowering - seed set			germination			-->	-->	-->

A = annual; WA = winter annual; B = biennial; P = perennial; CP = creeping perennial

Shaded areas indicate best control timing.

*Russian olive control can be done at any time during the growing season with cut and herbicide stump treatment.

Sirota, 2004.

Commercial Applicator Recommendations

A certified commercial applicator is a good choice for initial control efforts. An applicator has the full range of knowledge, skills, equipment and experience desired when dealing with Canada thistle and other difficult vegetation.

A reliable company whom the author endorses is: Andy Julius, Certified Applicator's License No. 11210, Julius Ag, 2169 I-70 West Frontage Road, Debeque, CO 81630, 970-379-6917.

Reclamation farming with multiple seed bin range drills and related equipment is also available through Julius Ag.

An alternative applicator using V/AMF and other natural products locally is: Alpha Natural, Inc., 1808 Road 245, New Castle, CO 81647, 970-984-2467.

Common chemical and trade names may be used in this report. The use of trade names is for clarity by the reader. Inclusion of a trade name does not imply endorsement of that particular brand of herbicide and exclusion does not imply non-approval. Certified commercial applicators will decide which herbicide to use and at what concentration. Landowners using unrestricted products must obey all label warnings, cautions, and application concentrations. The author of this report is not responsible for inappropriate pesticide use by readers.

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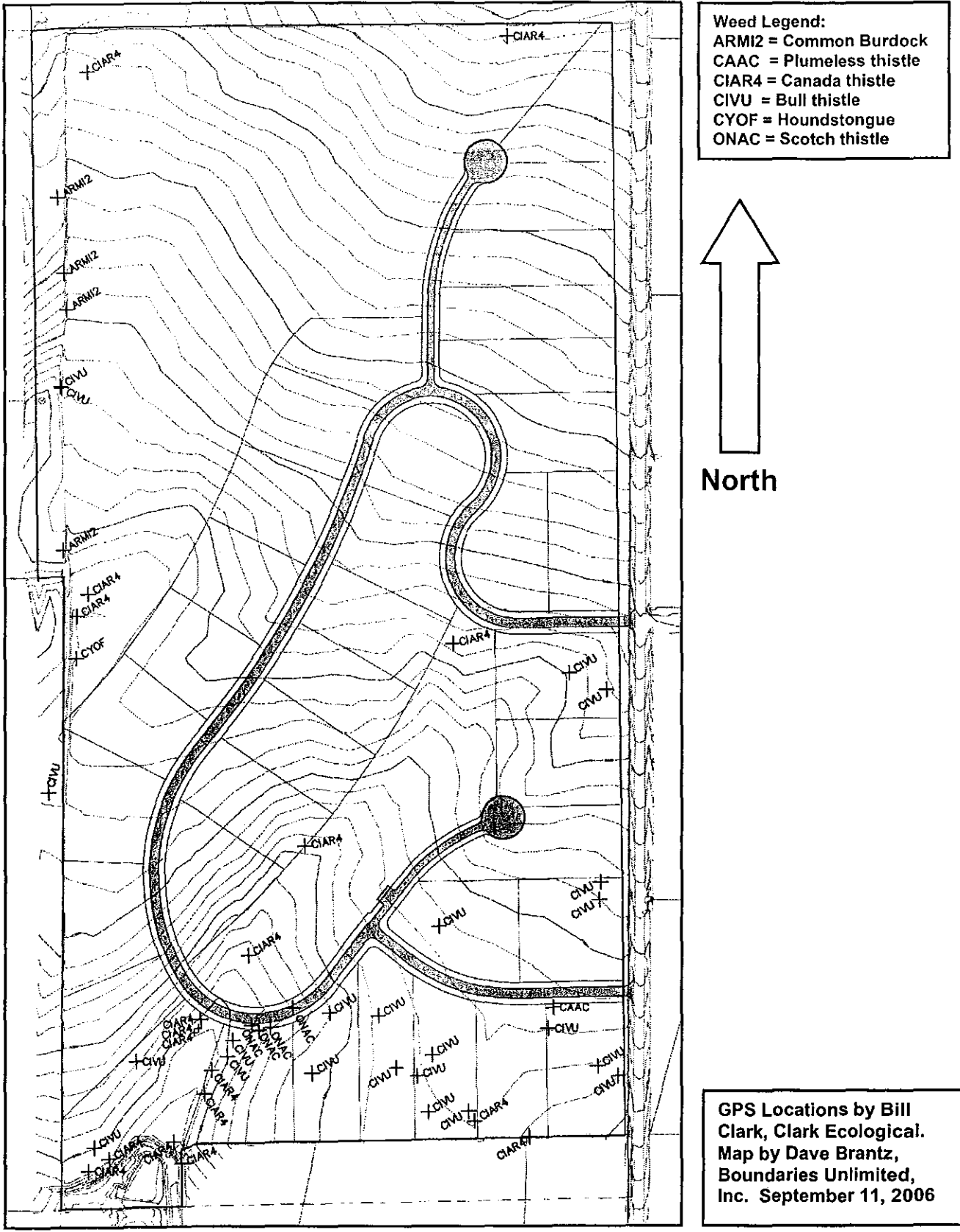
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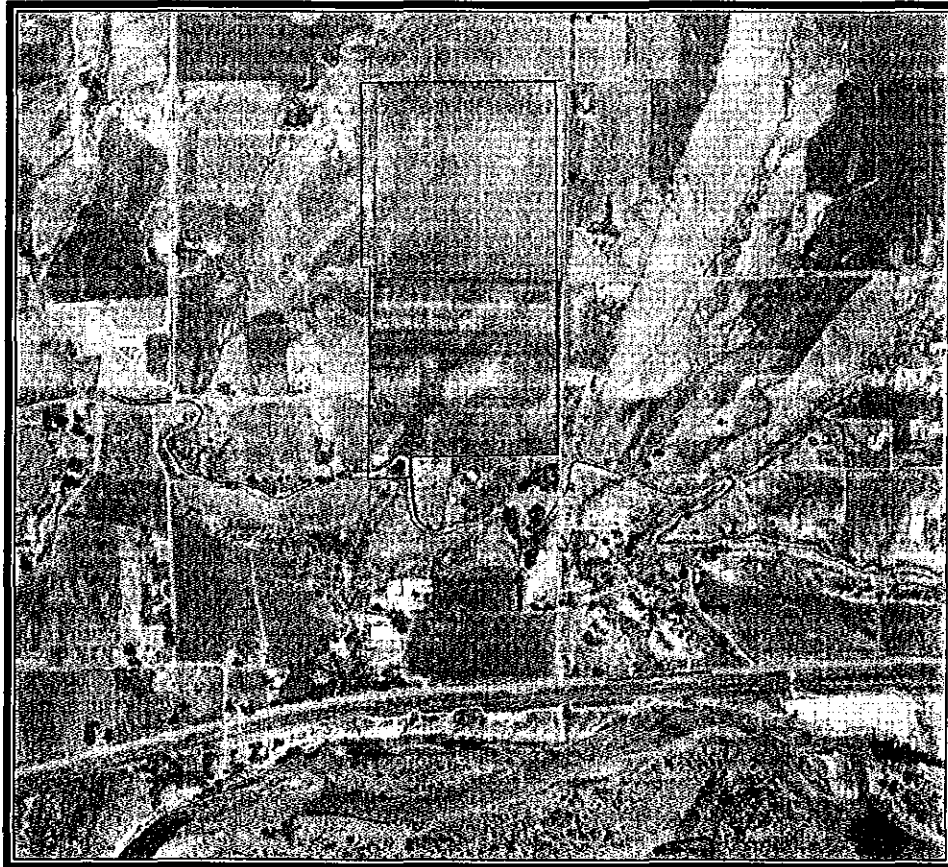
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Map 1. Regulated Noxious Weed Locations. Lexie Meadow Estates Integrated Vegetation and Noxious Weed Management Plan, August 2006.



DRAINAGE STUDY
Lexie Meadow Estates
GARFIELD COUNTY, COLORADO



PROJECT NO. 2005-Cagle
September 27, 2006



**BOUNDARIES
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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
INTRODUCTION	1
HYDROLOGY and OFF-SITE BASINS	1
DRAINAGE PLAN	1
EROSION CONTROL and BEST MANAGEMENT PRACTICES	2
SUMMARY	3

FIGURES:

- Vicinity Map
- NRCS Soils Map
- Flood Plain Map (Garfield County)
- Existing Drainage Basin Map
- Proposed Drainage Basin Map
- Grading, Drainage and Erosion Control Plan (2 Sheets)
- Notes and Details

APPENDIX A: Calculations

INTRODUCTION

The proposed Lexie Meadow Estates Subdivision is situated at the intersection of County Road #216 and County Road #227, on the west side of County Road #227. The site is approximately 2.4 miles west of Silt, Colorado. The 76.2± acre site consists of irrigated alfalfa fields and some patches of scrub brush. The proposed development will consist of thirty seven (37) residential home sites, residential roads, an agricultural field, common open space and an irrigation pond. The purpose of this study is to characterize the potential effects of development on the property by estimating stormwater runoffs for existing and proposed conditions under the 25-year and 100-year storm events, determine detention requirements to mitigate the effects of the estimated 100-year storm event and provide recommendations for erosion and sediment control.

HYDROLOGY and OFF-SITE BASINS

The hydrologic methods for this study are outlined in the United State Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) publication "Urban Hydrology for Small Watersheds TR-55" and the computer program HydroCAD TR-20 Method. Peak floods in this area will be primarily rainfall derived since the entire site is well below 8000-feet in elevation. Therefore, the storm drainage system should be more than adequate to handle spring snowmelt runoff. The precipitation amounts for the 25-year and 100-year, 24-hour storms were taken from the NOAA Atlas 2, Volume 4, National Weather Bureau maps. Curve Numbers for existing conditions were considered for meadow mowed for hay. Curve Numbers for proposed conditions were weighted for the proportions of residential districts with 1 acre average lot size, open space fair condition, and meadow mowed for hay.

The 100-yr flood plain line has been shown on the attached Flood Plain Map with respect to the site location. This map is from Garfield County Geographic Information Services. All building sites will be located well above this flood plain line. Two (2) small off-site basins to the north of the site drain into property. These two (2) basins, labeled 'X' and 'Y' have been accounted for in the runoff calculations that are attached to this report.

Site soils consist of Type B soils which are defined by the National Resource Conservation Service (NRCS) as soils which have moderate infiltration rates when thoroughly wetted and soils with moderately fine to moderately coarse texture. Existing vegetative cover consists primarily of irrigated alfalfa with a small patch of sagebrush in the northwestern corner of the site. See the enclosed NRCS Soils Map and the Appendices for soils data and hydrologic determinations.

DRAINAGE PLAN

The drainage basin for this study was considered as the property boundary. The three (3) on-site basins are labeled 'A', 'B', and 'C' in the attached runoff calculations. For each basin (on-site and off-site), existing runoff sheet flows for a short distance then shallow flows through the remainder of the basin. The proposed development will consist of chip-sealed residential roads with roadside drainage ditches, thirty seven individual home sites, revegetated or maintained common open space, and an undisturbed agricultural field. Proposed runoff should primarily be sheet flow across the

lots and shallow/channel flow within ditches and channels. Stormwater runoff rates and detention requirements are:

Basin	Existing Conditions		Proposed Conditions		Detention Required
	25-yr Runoff	100-yr Runoff	25-yr Runoff	100-yr Runoff	
A	0.10 cfs	0.45 cfs	0.13 cfs	0.77 cfs	3093 cf
B	0.20 cfs	0.81 cfs	3.99 cfs	8.88 cfs	46696 cf
C	0.01 cfs	0.05 cfs	0.30 cfs	0.75 cfs	2309 cf
X	0.04 cfs	0.15 cfs	0.04 cfs	0.15 cfs	0 cf
Y	0.01 cfs	0.03 cfs	0.01 cfs	0.03 cfs	0 cf

Two (2) dry detention ponds, pond 'A' and pond 'B', are proposed onsite and are located within basin 'A' and basin 'B' respectively. Pond 'A' shall have a volume of greater than 3100 cubic feet. The Pond 'A' outflow control shall consist of a 5 foot wide overflow weir with riprap lining and a 12" Ø CPP outlet pipe with three 2½" orifices cut into a PVC cap surrounded by a debris cage. Pond 'B' shall include Basin 'C' storage and have a volume greater than 49100 cubic feet. The Pond 'B' outflow control structure shall consist of an 18" Ø CPP outlet pipe with a Vertical Tee with a 2½" orifice cut into a PVC cap, two 2½" orifices cut into the vertical branch, an open end of the riser and a debris cage. Additional requirements are specified on the Grading, Drainage and Erosion Control Plan.

EROSION CONTROL and BEST MANAGEMENT PRACTICES

Erosion control measures and Best Management Practices (BMP's) should be followed during construction to insure that the property and the adjacent sites are not impacted from sedimentation. The following describes the site management procedures that should be implemented at the site in accordance with typical Best Management Practices:

During construction activities and until vegetation can be established, sediment control fencing should be installed along the southern boundary and along the southern portions of the east and west boundaries. See the attached Grading, Drainage and Erosion Control Plan. Certified weed free hay bales, silt dikes or erosion control logs should be installed in channels and ditches in accordance with Colorado Department of Transportation M-Standards. The enclosed Grading, Drainage and Erosion Control Plan specifically locates many of these erosion control features. This plan is a good representation of the site requirements, but may not be all inclusive. The contractor shall be responsible for complying with all local and state guidelines and permitting issues.

Sediment and mud should be prevented from leaving the construction site by immediate placement of a stabilized construction entrance. The contractor should be responsible for cleaning and general upkeep of existing public roads used for access. In the interim condition, water trucks should be maintained and utilized onsite for the duration of each construction period to minimize potential construction dust uprising as an effective dust control measure.

Good housekeeping BMPs should be followed throughout the entire life of the project. These include but are not limited to:

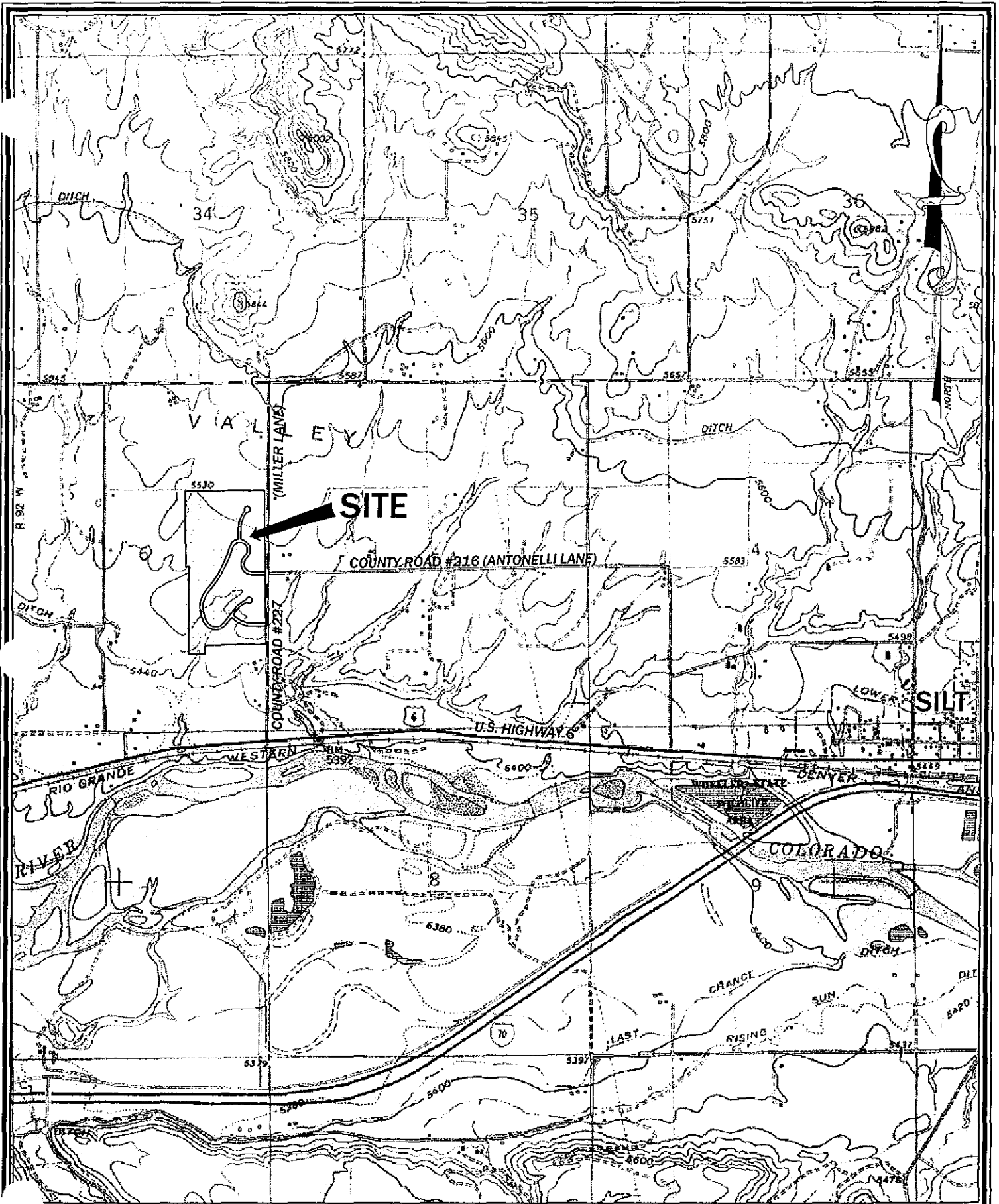
- refuge receptacles should be regularly emptied and equipped with lids,
- keeping machinery in good operating condition to prevent leakage, and
- apply appropriate (not excessive) amounts of fertilizer to the landscaping.
- scheduled maintenance cleaning of any downstream storm drains, grates and inlets.
- general site cleanliness and proper training of employees.
- overlot grading must be performed to ensure that drainage is directed away from all structures in all directions.

Once construction activities are completed, final stabilization of the disturbed areas should begin. Within one growing season of the project completion, uniform vegetative site coverage should be equal to or greater than 70% of the pre-disturbance levels, or equivalent, permanent physical erosion reduction methods should be employed. When the site is determined to have reached the final stabilization stage, erosion control structures can be removed.

SUMMARY

This Preliminary Drainage Study for the Lexie Meadow Estates subdivision considers the estimated impacts of development based on the Preliminary Plan. Runoff storage for Basins 'A' and 'B' shall be provided by a dry pond in each basin. The storage requirements for Basin 'C' have been included in Pond 'B'. Erosion control and BMPs should be reviewed and implemented prior to any excavation work.

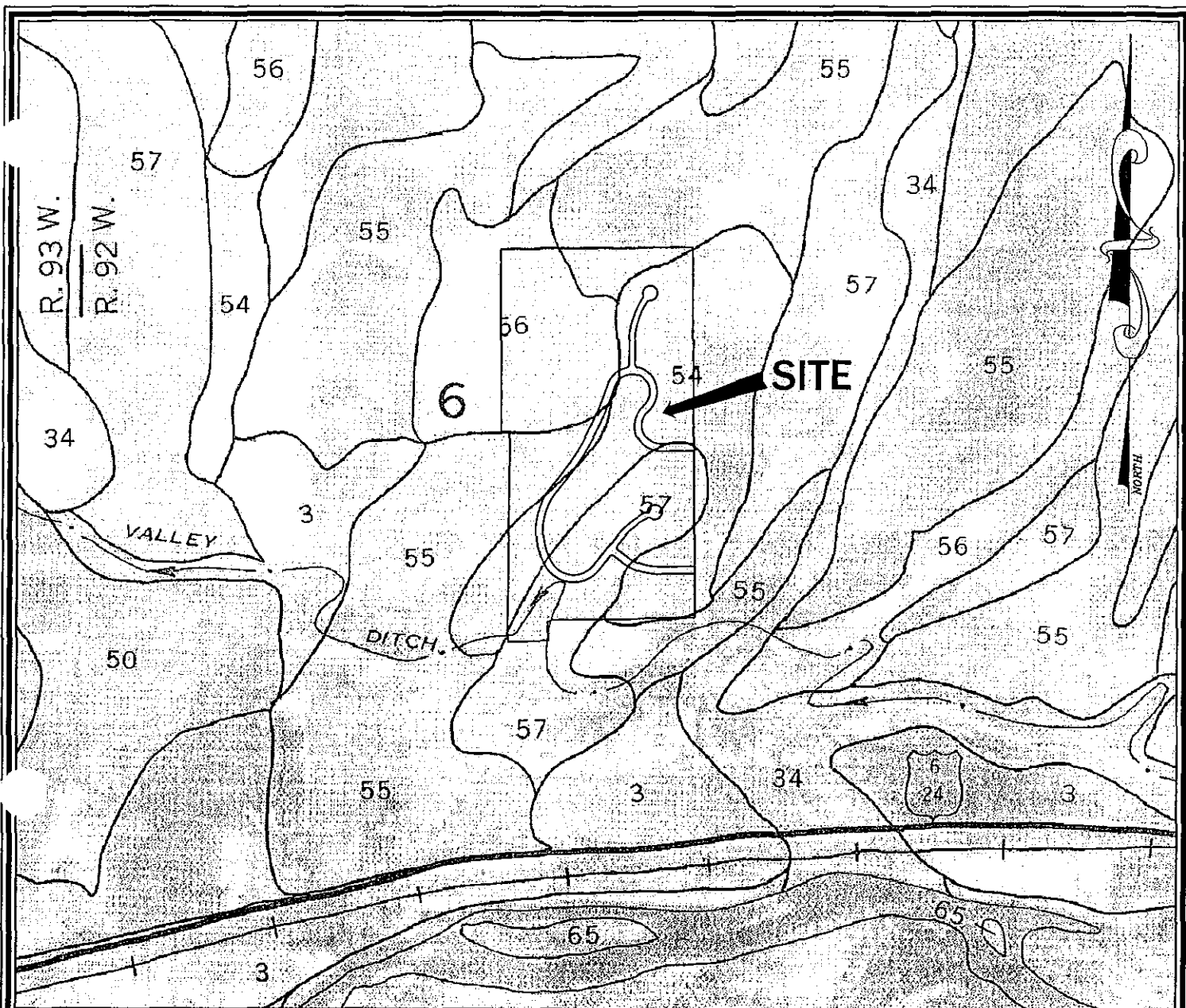
Figures



Boundaries Unlimited, Inc.
 823 Blake Avenue, Ste. 102
 Glenwood Springs, CO 81601
 tele: 970.945.5252 fax: 970.384.2833

Scale: 1"=2000'
 Date: 9/1/06
 Proj #: 2005-Cgle
 File: DRAIN-01

Jim Bob Ventures, LLC
 Garfield County, Colorado
Lexie Meadow Estates
 Vicinity Map



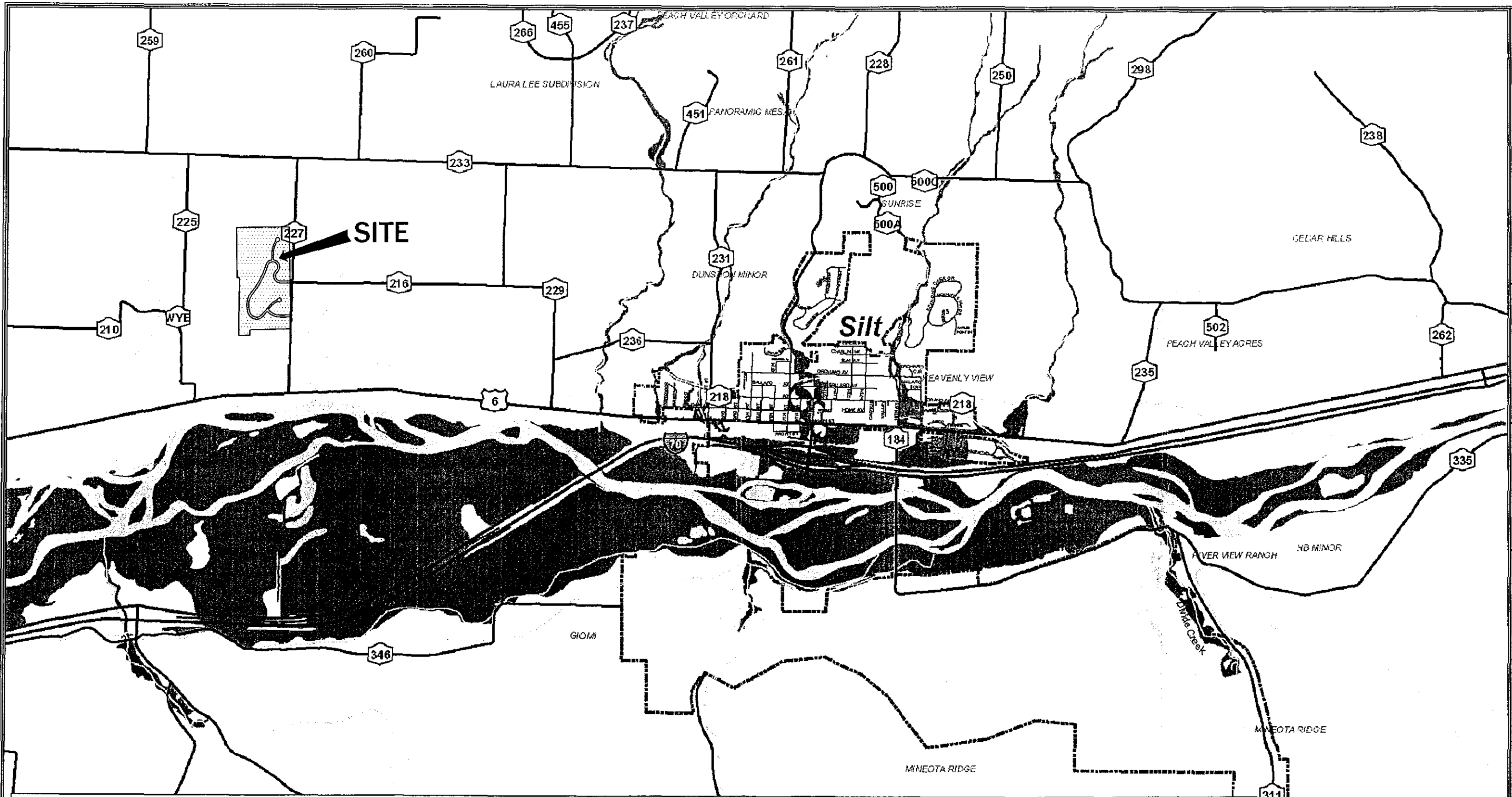
SOIL TYPE

- 54: Potts Loam (1-3% slopes, moderate permeability, high capacity: Soil Type B)
- 55: Potts Loam (3-6% slopes, moderate permeability, high capacity: Soil Type B)
- 56: Potts Loam (6-12% slopes, moderate permeability, high capacity: Soil Type B)
- 57: Potts Ildefonso Complex (3-12% slopes, moderate permeability, high capacity: Soil Type B)

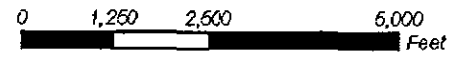
Boundaries Unlimited, Inc.
 823 Blake Avenue, Ste. 102
 Glenwood Springs, CO 81601
 tele: 970.945.5252 fax: 970.384.2833

Scale: 1"=1000'
 Date: 9/1/06
 Proj #: 2005-Cagle
 File: DRAIN-01

Jim Bob Ventures, LLC
 Garfield County, Colorado
Lexie Meadow Estates
Soils Map



Flood Plain, Vicinity Town of Silt, Garfield County, CO



I:\flood_plains\1711 Revision 2: 2-26-09



FLOOD PLAIN PROFILE SOURCE:

- 1) Federal Emergency Management Agency, Flood Insurance Rate Maps (FIRM), (revised January 3, 1986).
- 2) Army Corp of Engineers Colorado River Flood Plain Study, prepared in cooperation with the Colorado Water Conservation Board, (revised July 1987).

Legend

100 Year Flood Plain

DISCLAIMER:

This map was produced by Garfield County Geographic Information Services utilizing the ArcInfo Geographic Information System (GIS). The GIS and its components are designed as a source of reference for answering queries, modeling, and planning. The GIS is not a substitute for official government records maintained by the Planning Department, the County Clerk and Records Office, the Assessors Office, or for any legal description information in the chain of title. In addition, the representation of geographic locations by the GIS may not be substituted for actual legal surveys. Always refer to the sources cited for the most current legal documentation utilized in the composition of this map.

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BAUMGARDNER

DES.: DJB	NO.:	DATE:	REVISION:	BY:
DR.: DJB				
CHK.: DJW				
DATE: 9/07/06				

Boundaries Unlimited, Inc.
 Consulting & Civil Engineers
 1000 South Main Street
 Grand Junction, CO 81501
 Phone: 970.261.0343 Fax: 970.384.2833

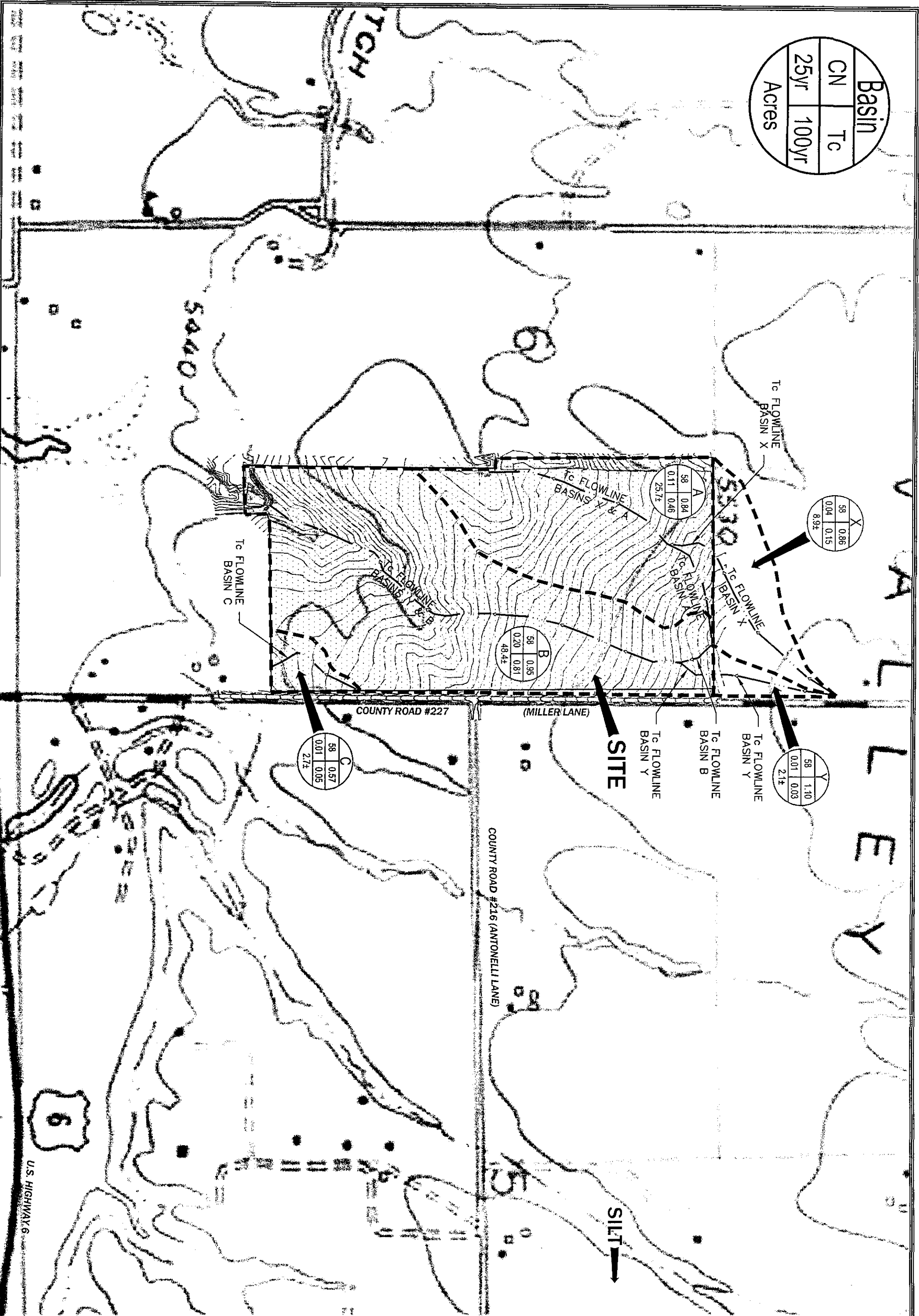
Jim Bob Ventures, LLC
 P.O. Box 2300
 Grand Junction, CO 81502
 970.261.0343

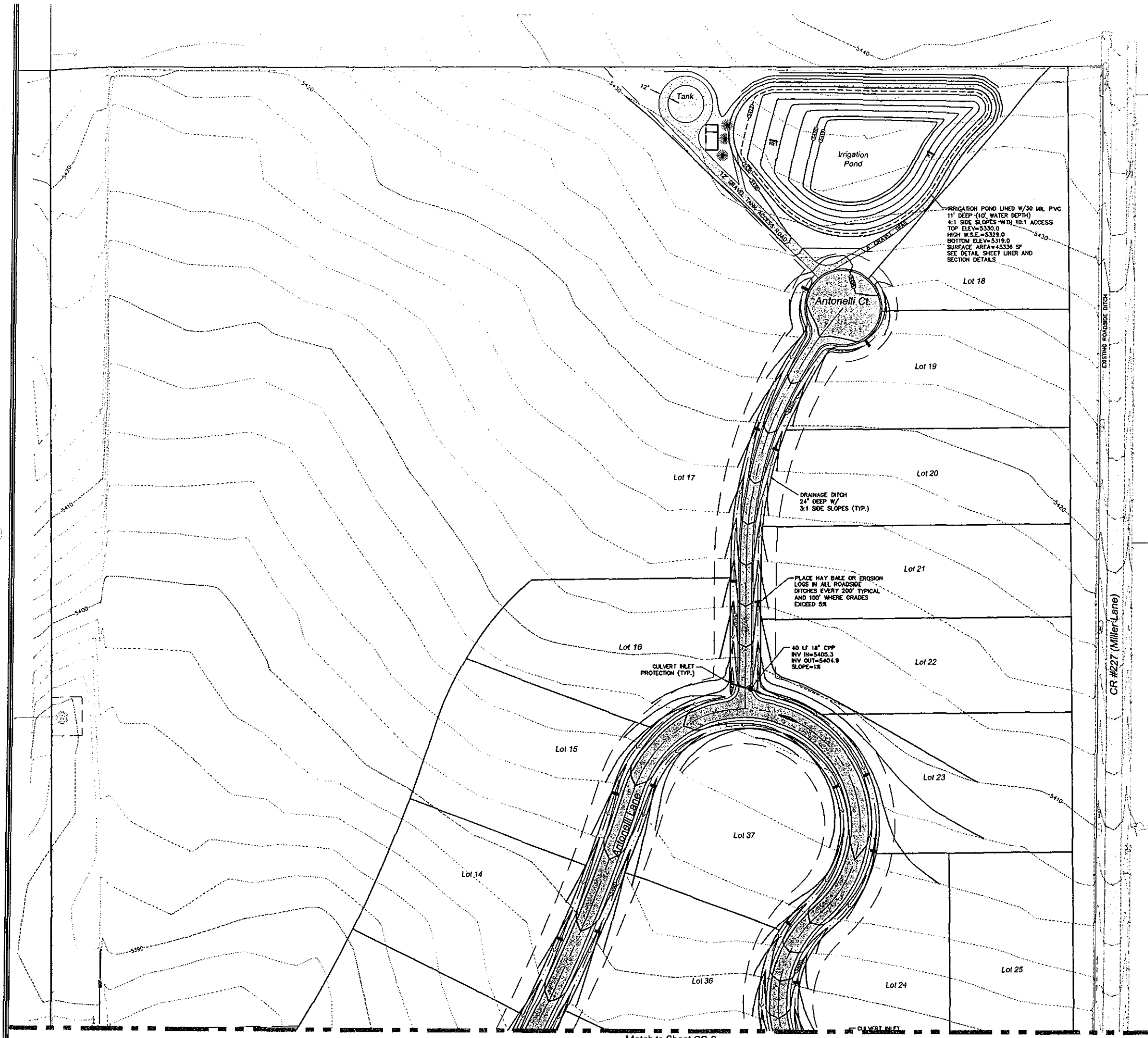
Garfield County, Colorado
 Lexie Meadow Estates
 Preliminary Drainage Study
 100 Year Flood Plain Map - Scale: 1"=2500'

FILE INFO:
 PROJECT NO: 2006
 PROJECT NAME: Cape
 FILE NAME: 02A0101

DR-1

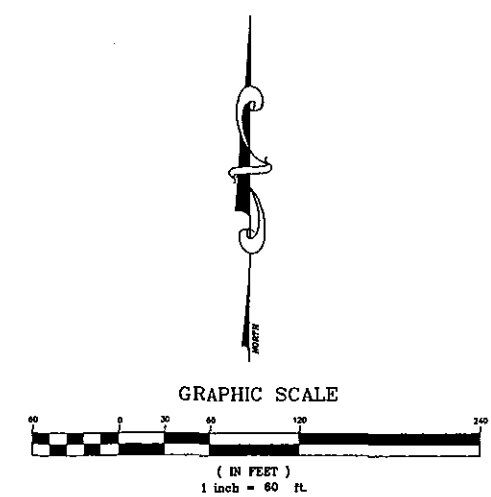
Basin	
CN	Tc
25yr	100yr
Acres	





LEGEND

	EXISTING/PROPOSED ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	PROPOSED SWALE FLOW LINE
	PROPOSED SILTATION FENCING
	PROPOSED CULVERT WITH INLET PROTECTION
	EXISTING CULVERT
	EASEMENT
	BUILDING ENVELOPE
	ROAD CENTERLINE
	PROPERTY LINE/LOT LINE
	EXISTING EDGE OF GRAVEL
	EXISTING FENCE
	EXISTING OVERHEAD ELECTRIC
	FLOW ARROW
	HAY BALES/EROSION CONTROL LOGS



DES.: DJB	NO.	DATE	REVISION	BY
DR.: DJB				
CK.: DJB				
DATE: 2/16/07				

Boundaries, Inc.
 Consulting & Civil Engineers
 823 Blake Avenue, Ste. 107
 Glenwood Springs, CO 81602
 tel: 970.946.5252 fax: 970.384.2632

Jim Bob Ventures, LLC
 P.O. Box 2300
 Grand Junction, CO 81502
 970.261.0343

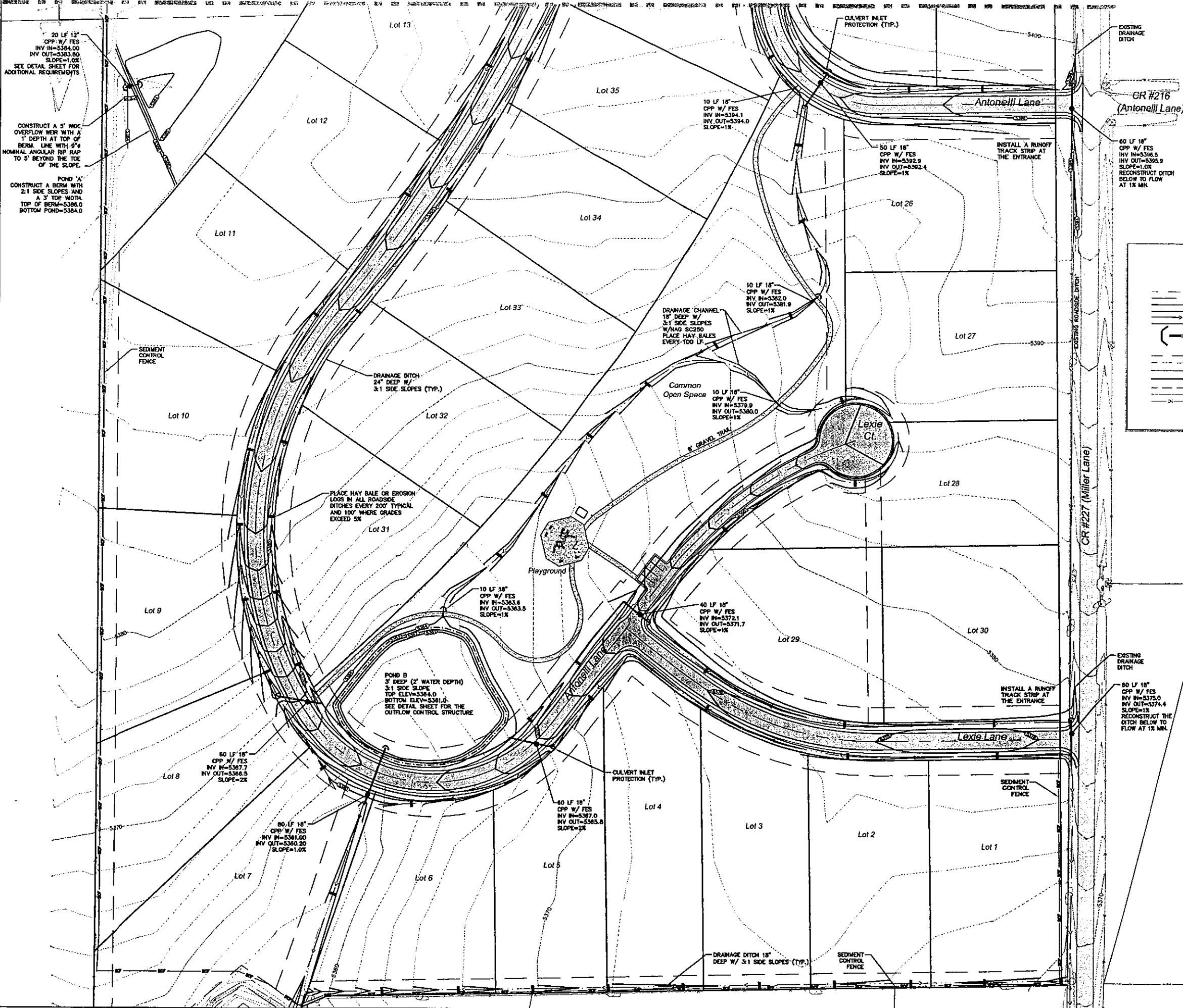
Garfield County, Colorado
 Lexie Meadow Estates
 Grading, Drainage, and Erosion Control Plan

FILE INFO:
 PROJECT NO. 2006
 PROJECT NAME C46A
 FILE NAME GR-03

GR-1

Match to Sheet GR-2





LEGEND

	EXISTING/PROPOSED ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	PROPOSED SWALE FLOW LINE
	PROPOSED SILTATION FENCING
	PROPOSED CULVERT WITH INLET PROTECTION
	EXISTING CULVERT
	EASEMENT
	BUILDING ENVELOPE
	ROAD CENTERLINE
	PROPERTY LINE/LOT LINE
	EXISTING EDGE OF GRAVEL
	EXISTING FENCE
	EXISTING OVERHEAD ELECTRIC FLOW ARROW
	HAY BALES/EROSION CONTROL LOGS

GRAPHIC SCALE

(IN FEET)
1 Inch = 80 Ft.

North Arrow

DESIGN	DJB	NO.	DATE	REVISION	BY
DR.	DJB				
CHK.	DJB				
DATE:	2/16/07				

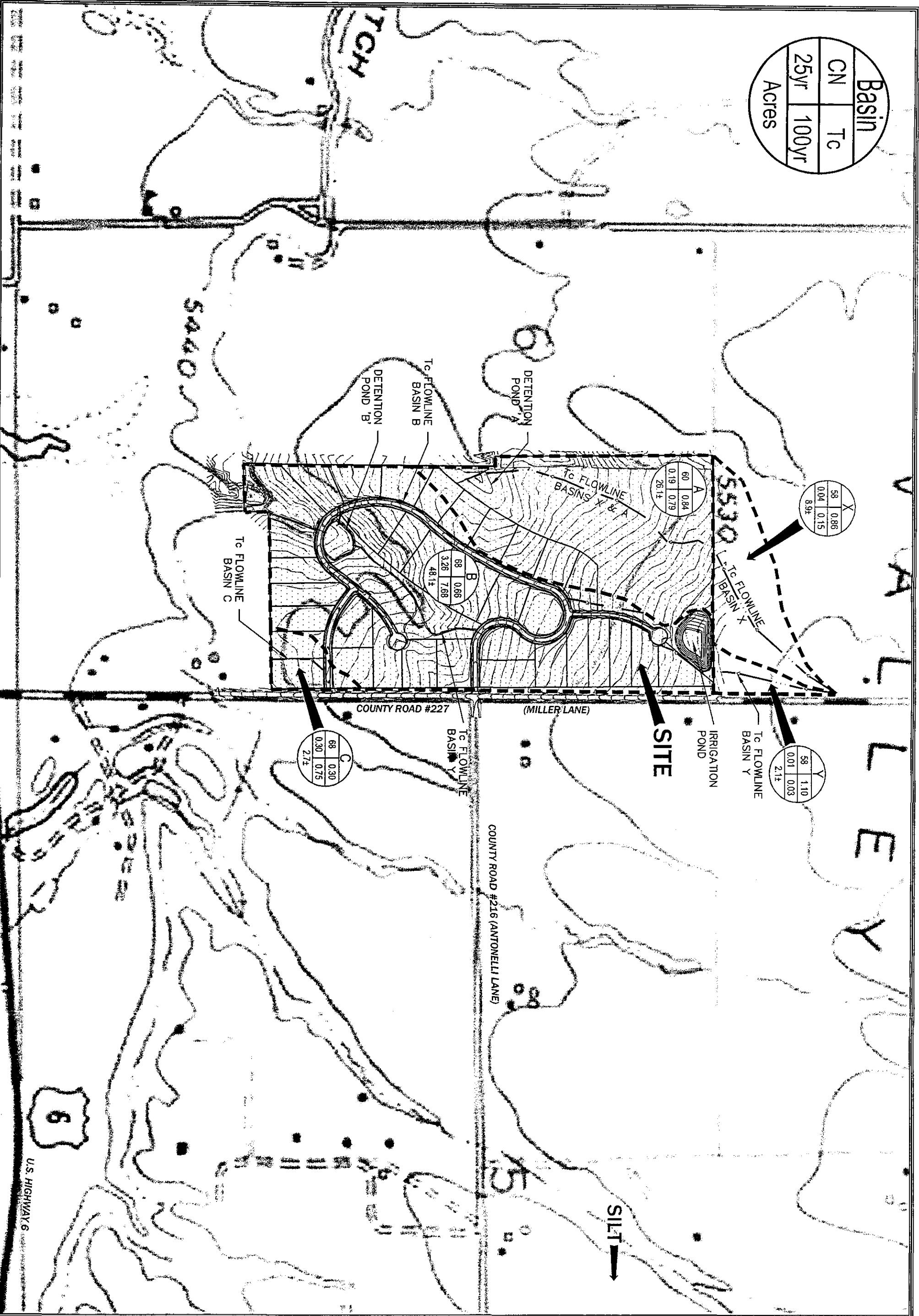
Boundaries Unlimited, Inc.
Consulting & Civil Engineers
823 Blake Avenue, Ste. 102
Grand Junction, CO 81502
Tel: 970.546.5292 Fax: 970.594.2933

Jim Bob Ventures, LLC
P.O. Box 2300
Grand Junction, CO 81502
970.261.0343

FILE INFO:
PROJECT NO. 2006
PROJECT NAME: C&A
FILE NAME: GR-01

GR-2

Basin	
CN	Tc
25yr	100yr
Acres	



Appendix A

Drainage Study Calculations

Input into HydroCAD TR-20 Method

Project: Lexie Meadow Estates
Project No: 2005-Cagle
By: DJB
Date: September 27, 2006

On-Site Basin Areas:

Basin A:	25.65	Ac±
Basin B:	48.43	Ac±
Basin C:	2.70	Ac±

Off-Site Basin Areas:

Basin X:	8.90	Ac±
Basin Y:	2.10	Ac±

Precipitation, 24 hr:

25-yr:	2.0	in	NOAA Atlas 2, Vol. III
100-yr:	2.4	in	NOAA Atlas 2, Vol. III

Basin Soil Types:

54: Potts Loam (1-3% slopes, moderate permeability, high capacity: Soil Type B)
55: Potts Loam (3-6% slopes, moderate permeability, high capacity: Soil Type B)
56: Potts Loam (6-12% slopes, moderate permeability, high capacity: Soil Type B)
57: Potts Ildefonso Complex (3-12% slopes, moderate permeability, high capacity: Soil

Curve Number, CN

Existing: Type B = 58 Soil no. 54, 55, 56, 57; Meadow, mowed for hay.

Basin A = 58 Average of curve numbers; 1138503 sf B-58.

Basin B = 58 Average of curve numbers; 2093649 sf B-58.

Basin C = 58 Average of curve numbers; 117612 sf B-58.

Basin X = 58 Average of curve numbers; 387684 sf B-58.

Basin Y = 58 Average of curve numbers; 91476 sf B-58.

Proposed:

Type B = 68 Soil no. 54, 55, 56, 57; Residential districts with 1 acre average lot size

Type B = 69 Soil no. 54, 55, 56, 57; Open space fair condition

Type B = 58 Soil no. 54, 55, 56, 57; Meadow, mowed for hay.

Basin A = 60 Average of curve numbers; 217800 sf B-68, 920703 sf B-58

Basin B = 68 Average of curve numbers; 1393920 sf B-68, 699729 sf B-69

Basin C = 68 Average of curve numbers; 117612 sf B-68

Drainage Study Calculations

Input into HydroCAD TR-20 Method

Project: Lexie Meadow Estates
 Project No: 2005-Cagle
 By: DJB
 Date: September 27, 2006

Existing Time of Concentration, Ex-Tc * See attached for calculations

Basin	Overland		Shallow		Channel		Tc (hrs)
	Elev (ft)	Dist (ft)	Elev (ft)	Dist (ft)	Elev (ft)	Dist (ft)	
A	6	200	31	1564	-	-	0.84
B	8	200	78	2615	-	-	0.95
C	4	200	7	373	-	-	0.57
X	8	200	35	905	-	-	-
	-	-	41	1406	-	-	0.86
Y	8	200	20	504	-	-	-
	-	-	84	2822	-	-	1.10

Proposed Time of Concentration, Pr-Tc (if altered)

Basin	Overland		Shallow		Channel		Tc (hrs)
	Elev (ft)	Dist (ft)	Elev (ft)	Dist (ft)	Elev (ft)	Dist (ft)	
A	6	200	31	1564	-	-	0.84
B	7	200	11	239	16	826	-
	-	-	-	-	18	753	0.66
C	2	92	-	-	5	222	0.30

Existing Runoff Flows & Volumes * See attached for calculations

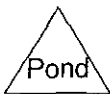
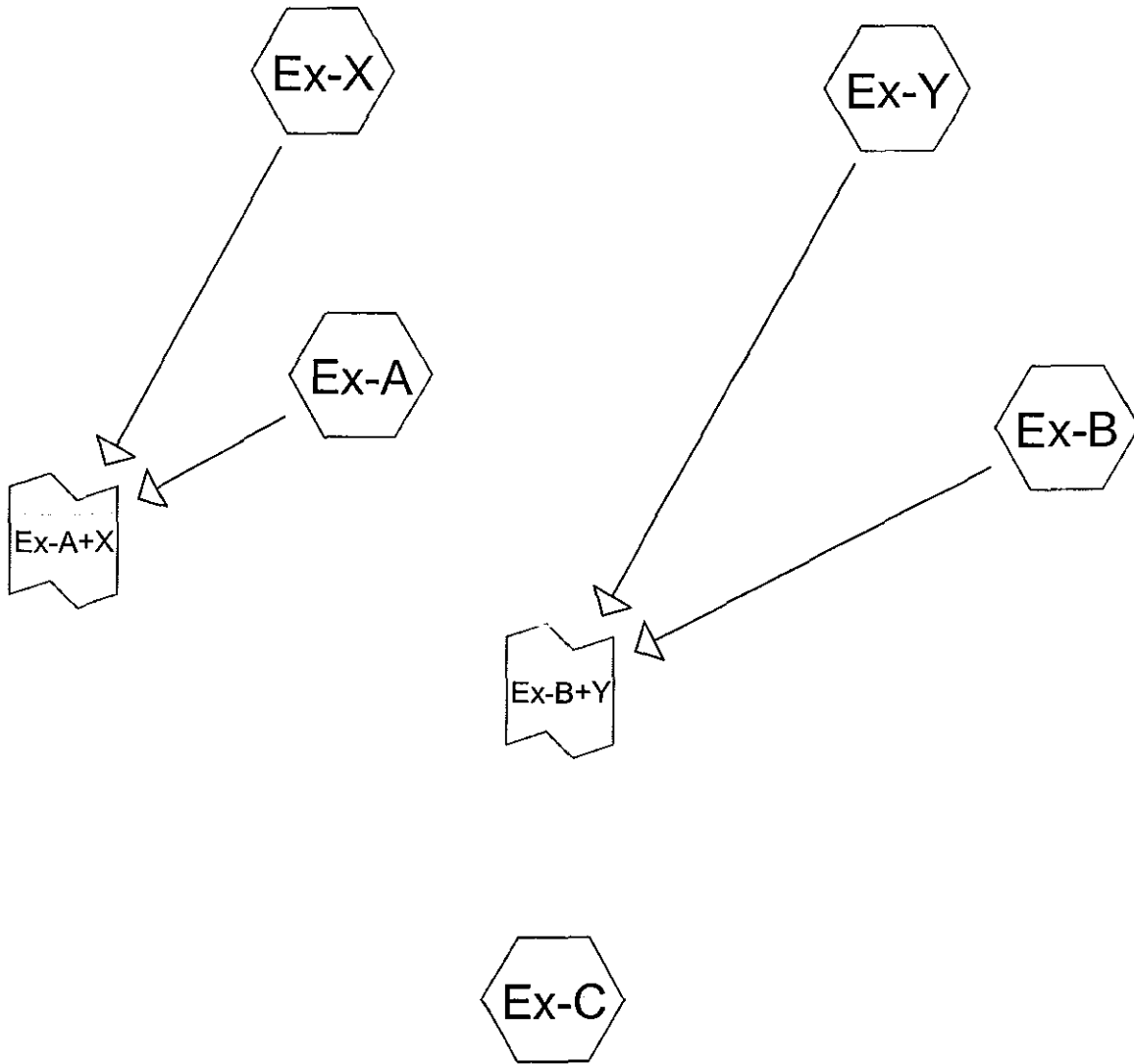
	Ex-Q ₂₅ cfs	Ex-Q ₁₀₀ cfs	EX-V ₁₀₀ ac-ft
A	0.1	0.45	0.244
B	0.20	0.81	0.446
C	0.01	0.05	0.025
X	0.04	0.15	0.082
Y	0.01	0.03	0.019

Developed Runoff Flows & Volumes

	Pr-Q ₂₅ cfs	Pr-Q ₁₀₀ cfs	Pr-V ₁₀₀ ac-ft
A	0.13	0.77	0.315
B	3.99	8.88	1.518
C	0.30	0.75	0.078
X	0.04	0.15	0.082
Y	0.01	0.03	0.019

Required Stormwater Detention, V_s * See attached for calculations

A	0.071	ac-ft	=	3093 ft ³
B	1.072	ac-ft	=	46696 ft ³
C	0.053	ac-ft	=	2309 ft ³
X	0.000	ac-ft	=	0 ft ³
Y	0.000	ac-ft	=	0 ft ³



Time span=5.00-36.00 hrs, dt=0.05 hrs, 621 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Subcatchment Ex-A: Runoff Area=25.652 ac Runoff Depth=0.04"
Flow Length=1,764' Tc=50.2 min CN=58 Runoff=0.10 cfs 0.083 af

Link Ex-A+X: Inflow=0.14 cfs 0.112 af
Primary=0.14 cfs 0.112 af

Subcatchment Ex-B: Runoff Area=48.430 ac Runoff Depth=0.04"
Flow Length=2,815' Tc=57.2 min CN=58 Runoff=0.20 cfs 0.158 af

Link Ex-B+Y: Inflow=0.20 cfs 0.164 af
Primary=0.20 cfs 0.164 af

Subcatchment Ex-C: Runoff Area=2.700 ac Runoff Depth=0.04"
Flow Length=573' Tc=34.4 min CN=58 Runoff=0.01 cfs 0.009 af

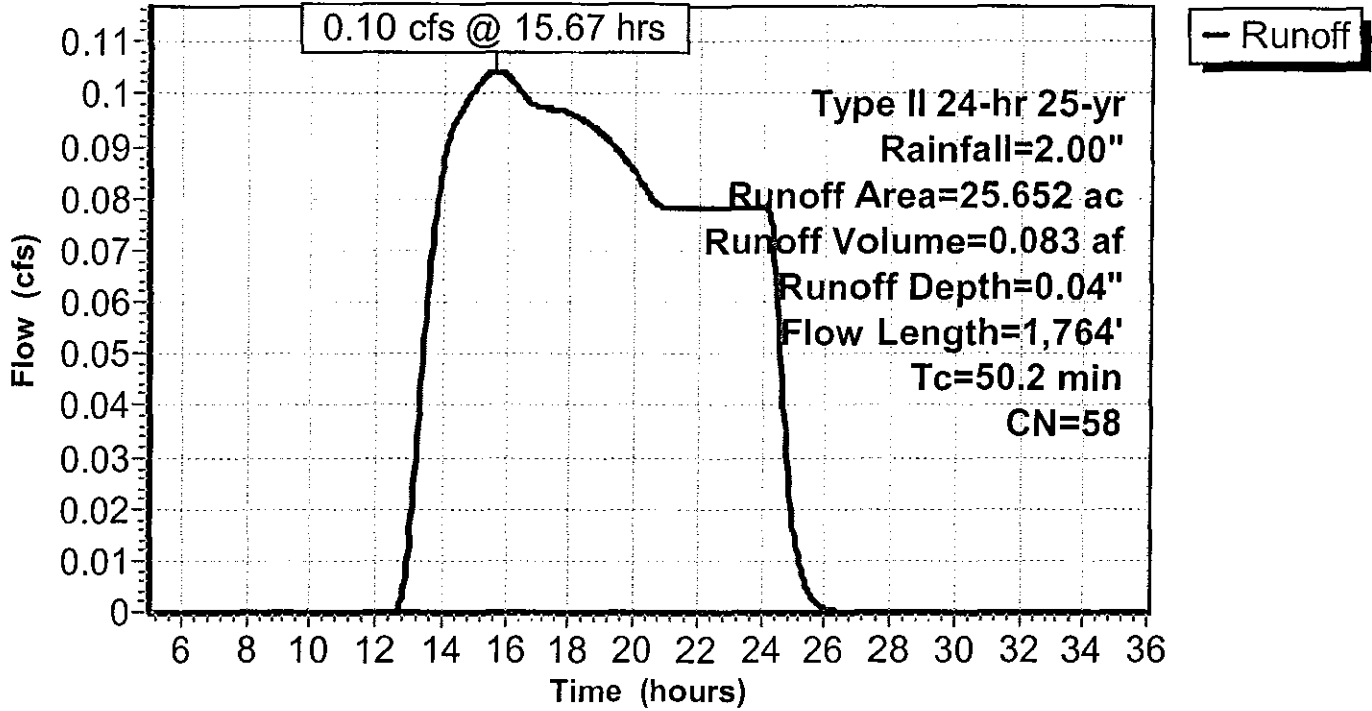
Subcatchment Ex-X: Runoff Area=8.900 ac Runoff Depth=0.04"
Flow Length=2,511' Tc=51.7 min CN=58 Runoff=0.04 cfs 0.029 af

Subcatchment Ex-Y: Runoff Area=2.100 ac Runoff Depth=0.04"
Flow Length=3,526' Tc=66.0 min CN=58 Runoff=0.01 cfs 0.007 af

Total Runoff Area = 87.782 ac Runoff Volume = 0.286 af Average Runoff Depth = 0.04"
100.00% Pervious Area = 87.782 ac 0.00% Impervious Area = 0.000 ac

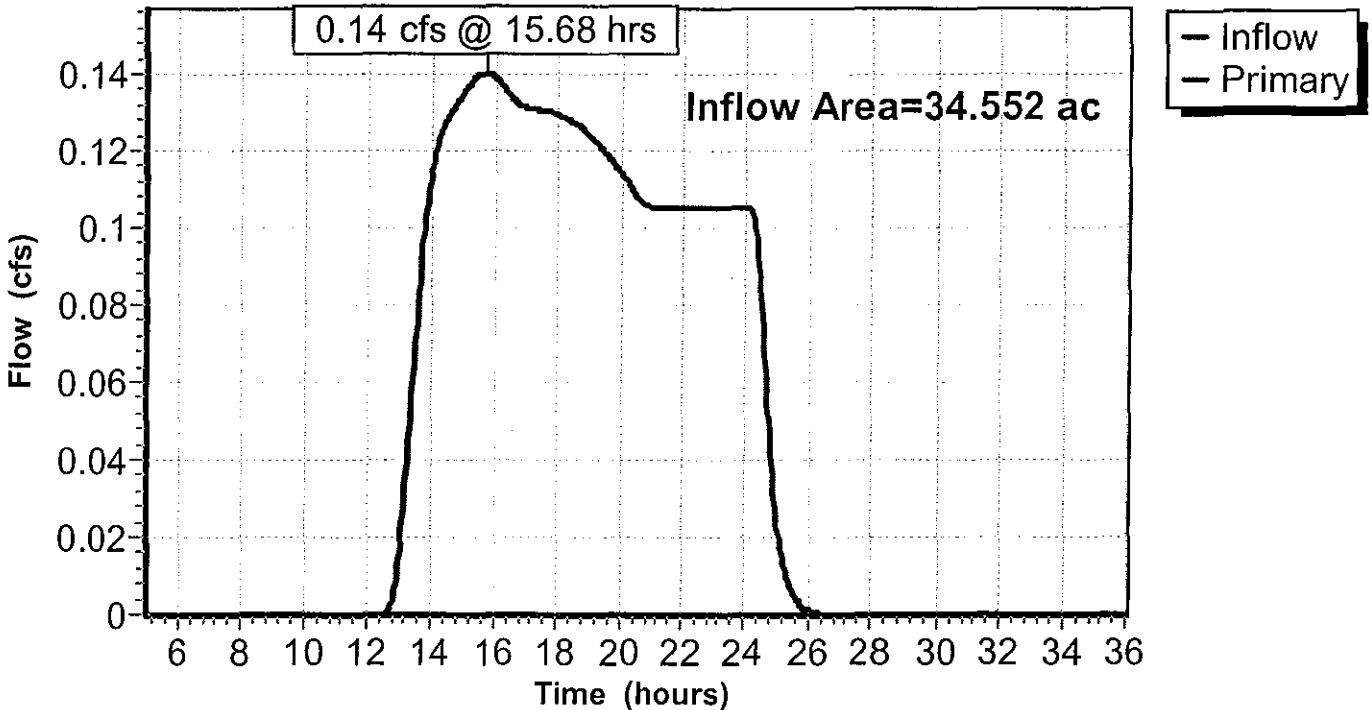
Subcatchment Ex-A:

Hydrograph



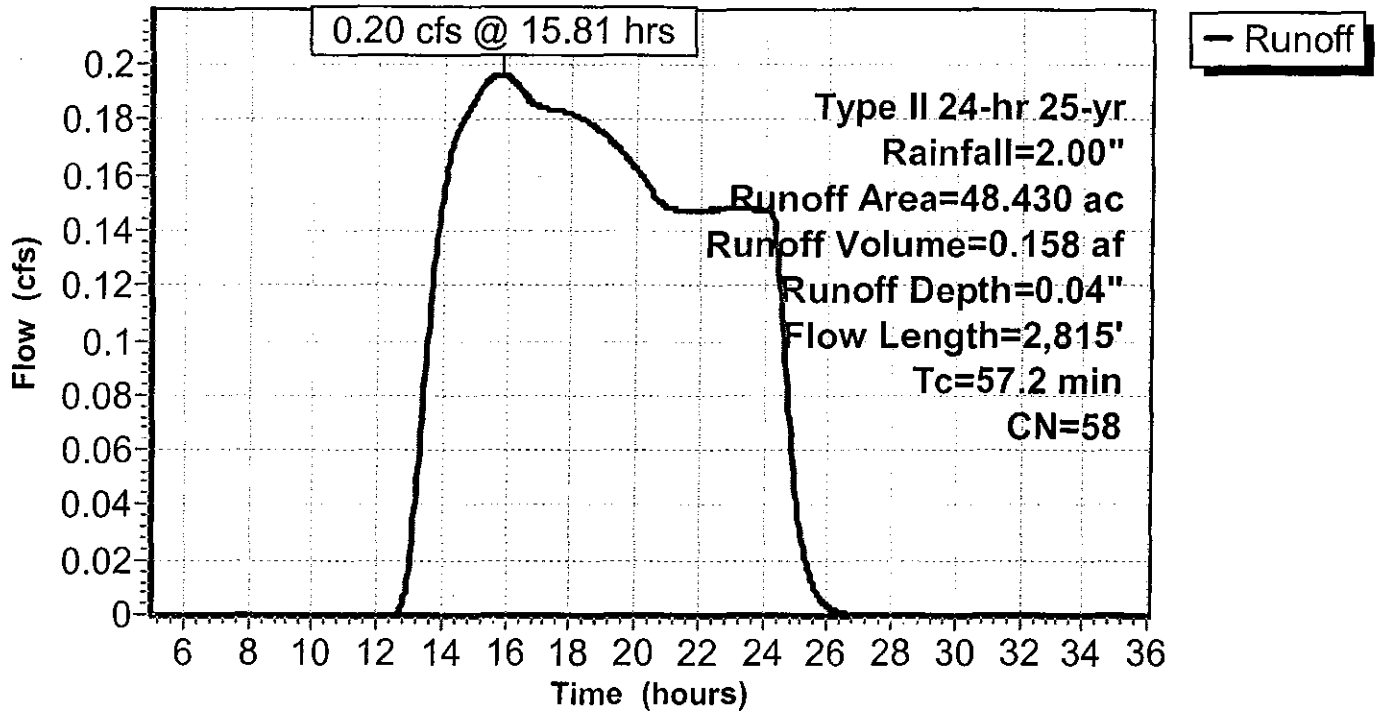
Link Ex-A+X:

Hydrograph



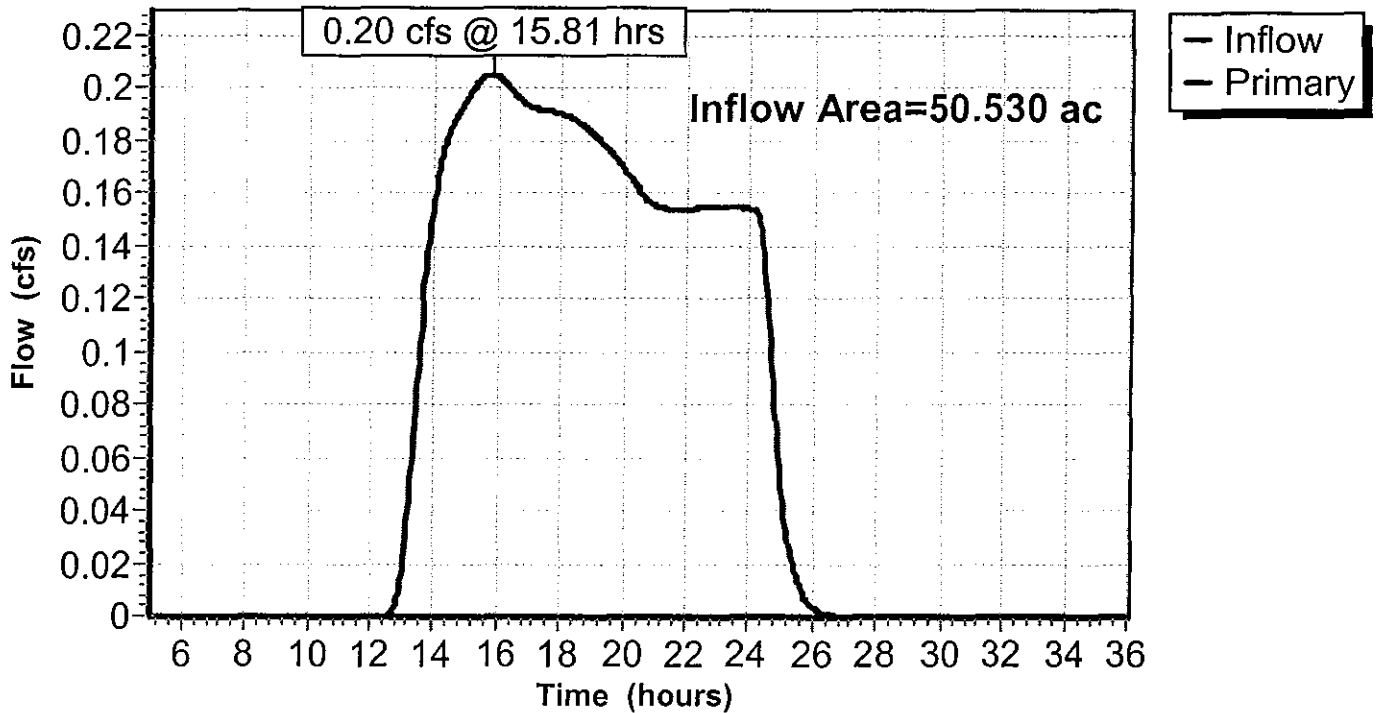
Subcatchment Ex-B:

Hydrograph



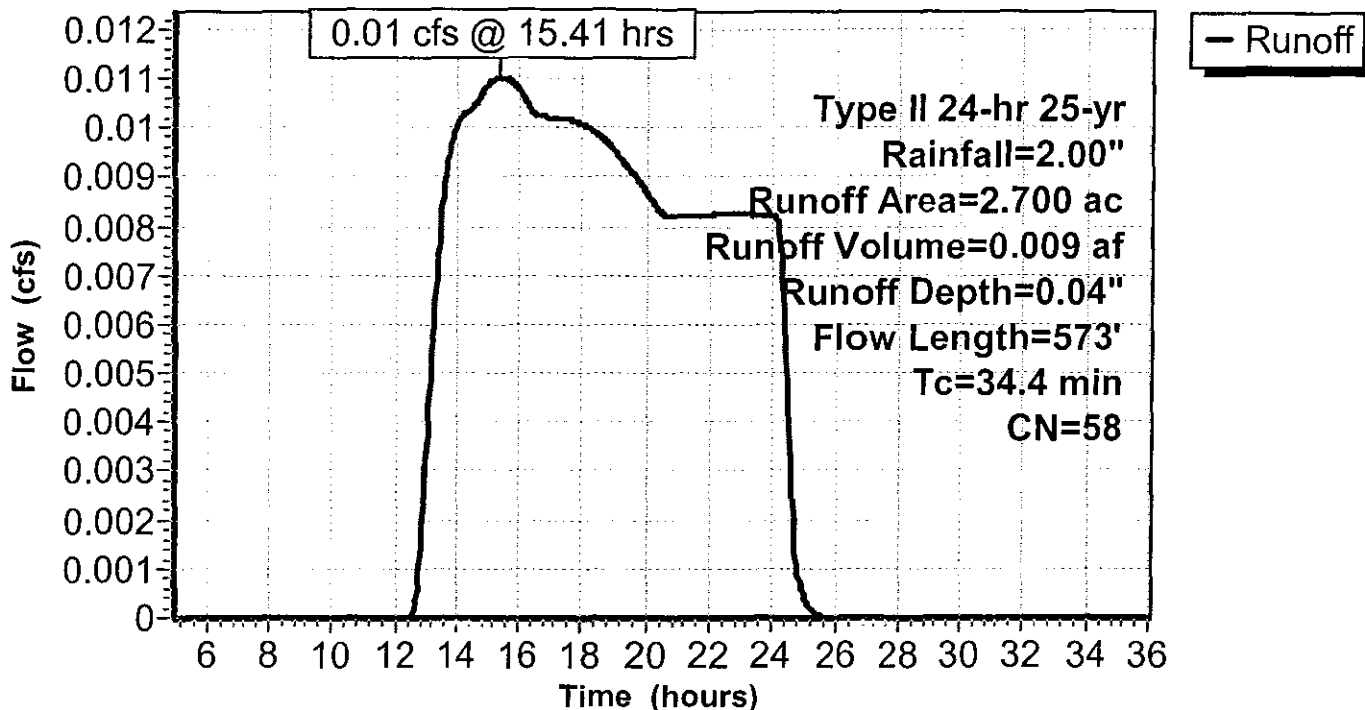
Link Ex-B+Y:

Hydrograph



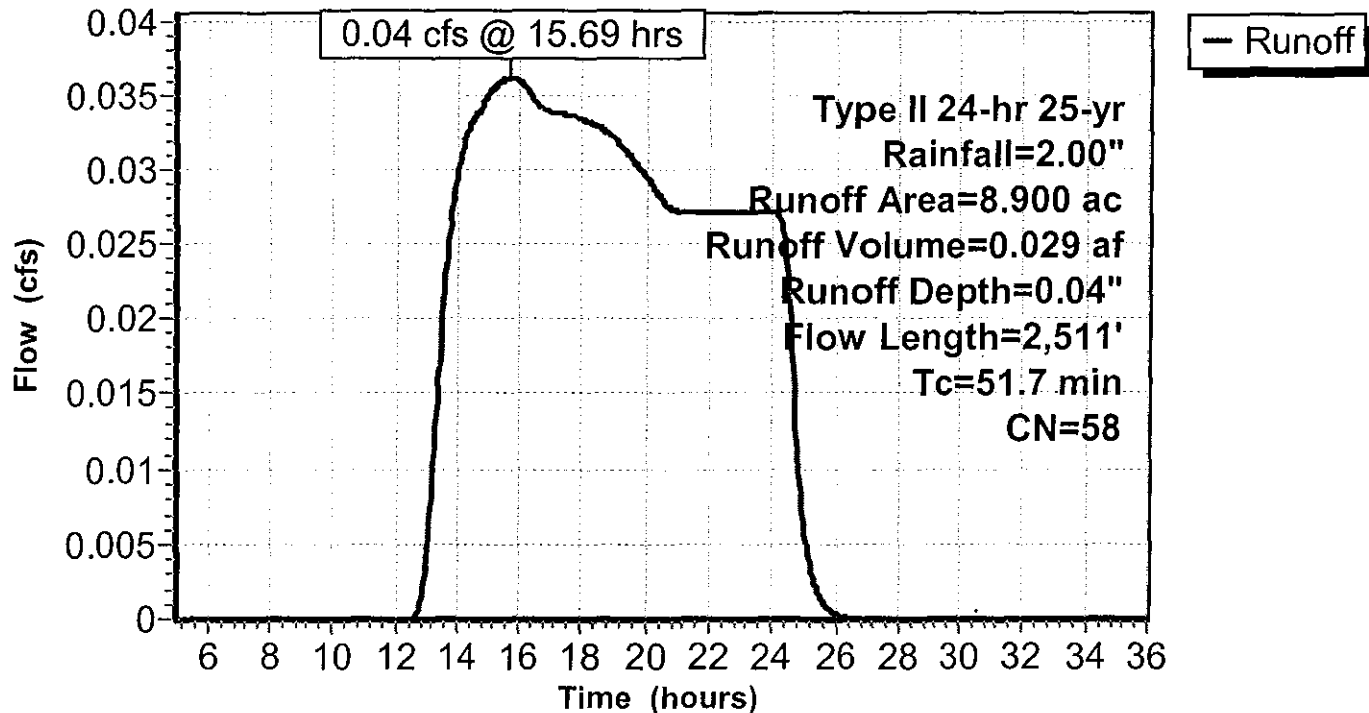
Subcatchment Ex-C:

Hydrograph



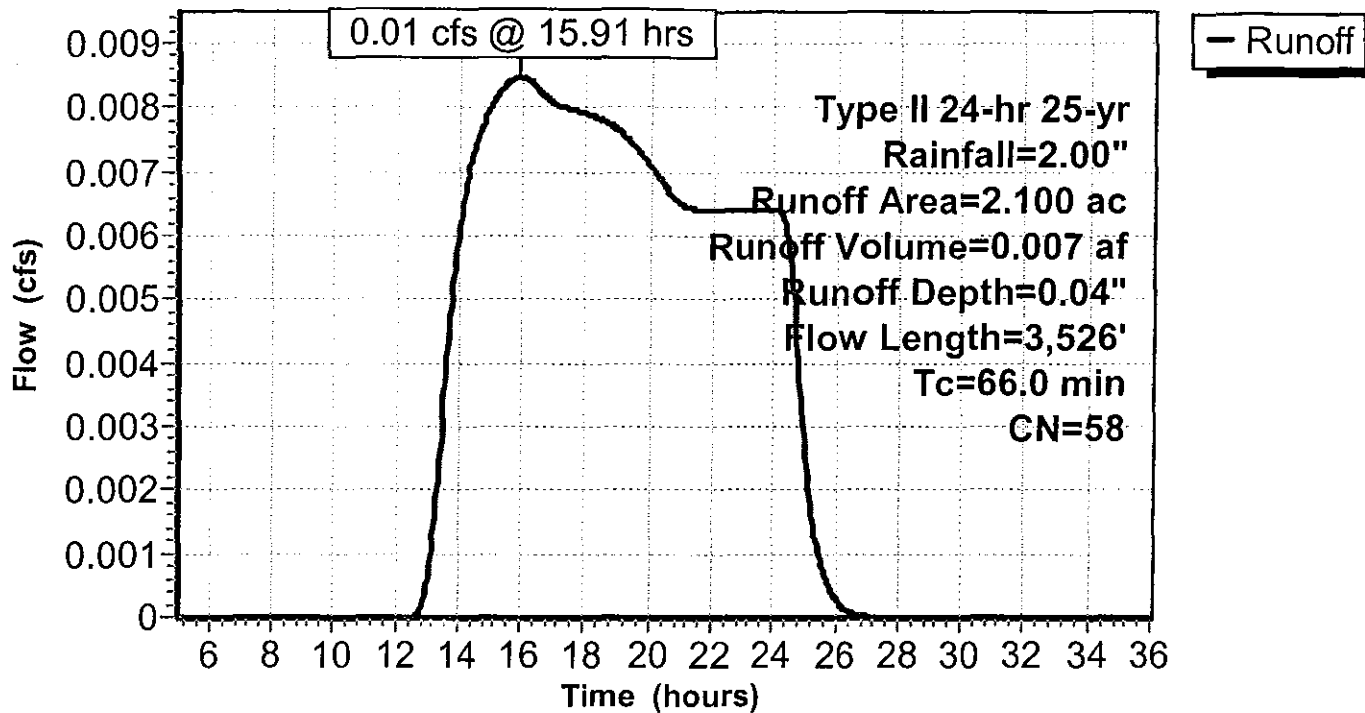
Subcatchment Ex-X:

Hydrograph



Subcatchment Ex-Y:

Hydrograph



Time span=5.00-36.00 hrs, dt=0.05 hrs, 621 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Subcatchment Ex-A: Runoff Area=25.652 ac Runoff Depth=0.11"
Flow Length=1,764' Tc=50.2 min CN=58 Runoff=0.45 cfs 0.236 af

Link Ex-A+X: Inflow=0.60 cfs 0.318 af
Primary=0.60 cfs 0.318 af

Subcatchment Ex-B: Runoff Area=48.430 ac Runoff Depth=0.11"
Flow Length=2,815' Tc=57.2 min CN=58 Runoff=0.81 cfs 0.446 af

Link Ex-B+Y: Inflow=0.85 cfs 0.466 af
Primary=0.85 cfs 0.466 af

Subcatchment Ex-C: Runoff Area=2.700 ac Runoff Depth=0.11"
Flow Length=573' Tc=34.4 min CN=58 Runoff=0.05 cfs 0.025 af

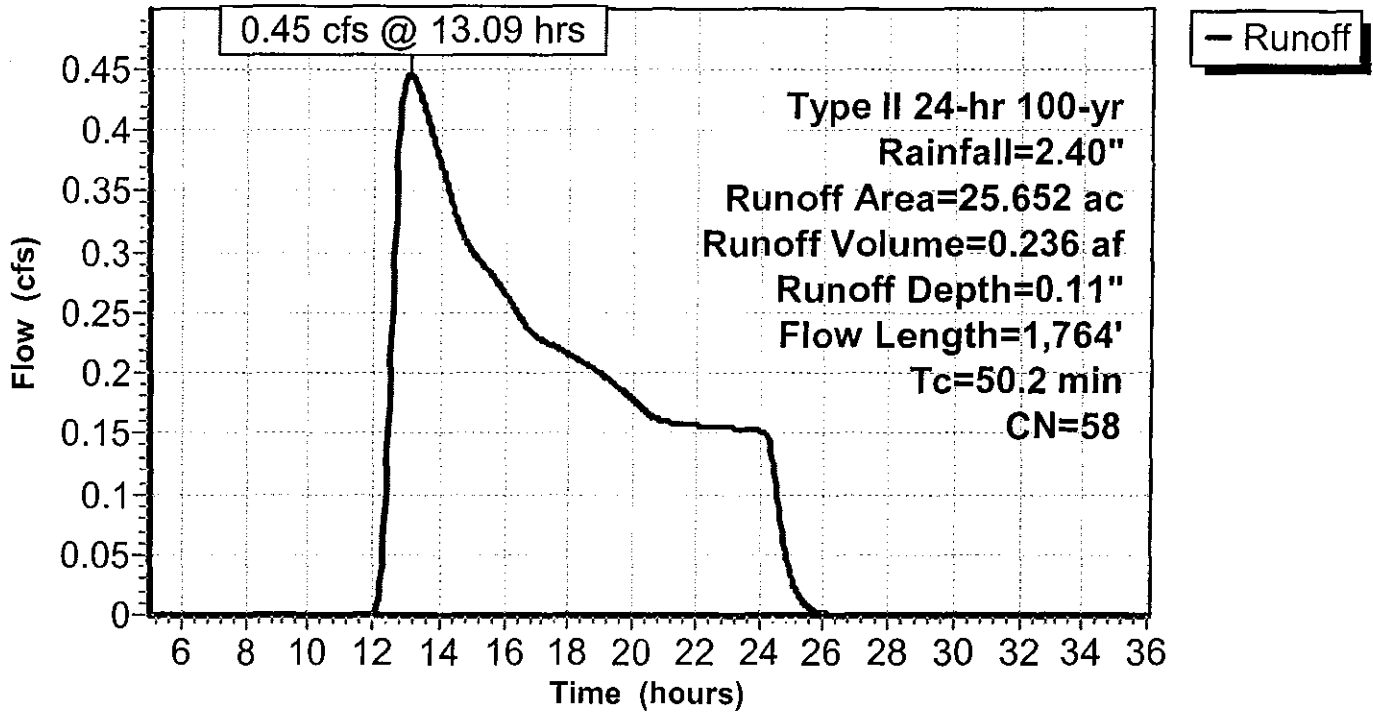
Subcatchment Ex-X: Runoff Area=8.900 ac Runoff Depth=0.11"
Flow Length=2,511' Tc=51.7 min CN=58 Runoff=0.15 cfs 0.082 af

Subcatchment Ex-Y: Runoff Area=2.100 ac Runoff Depth=0.11"
Flow Length=3,526' Tc=66.0 min CN=58 Runoff=0.03 cfs 0.019 af

Total Runoff Area = 87.782 ac Runoff Volume = 0.809 af Average Runoff Depth = 0.11"
100.00% Pervious Area = 87.782 ac 0.00% Impervious Area = 0.000 ac

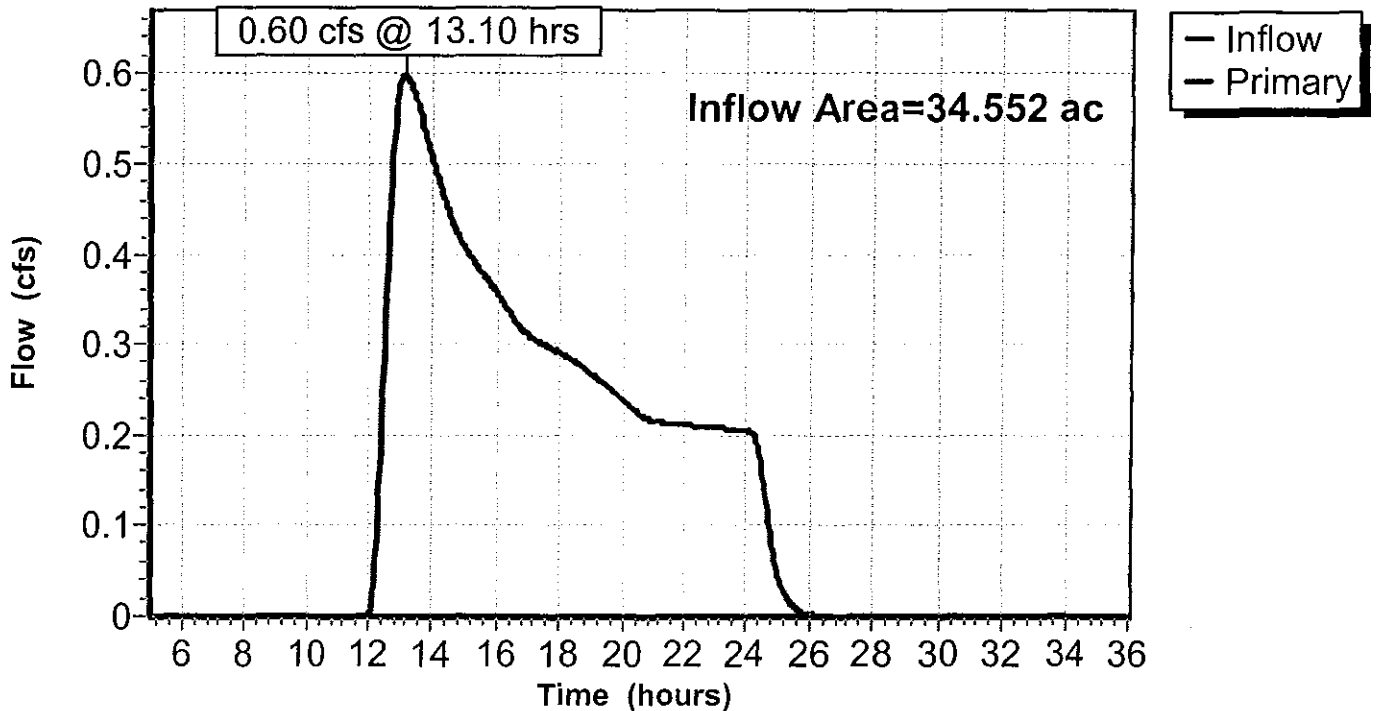
Subcatchment Ex-A:

Hydrograph



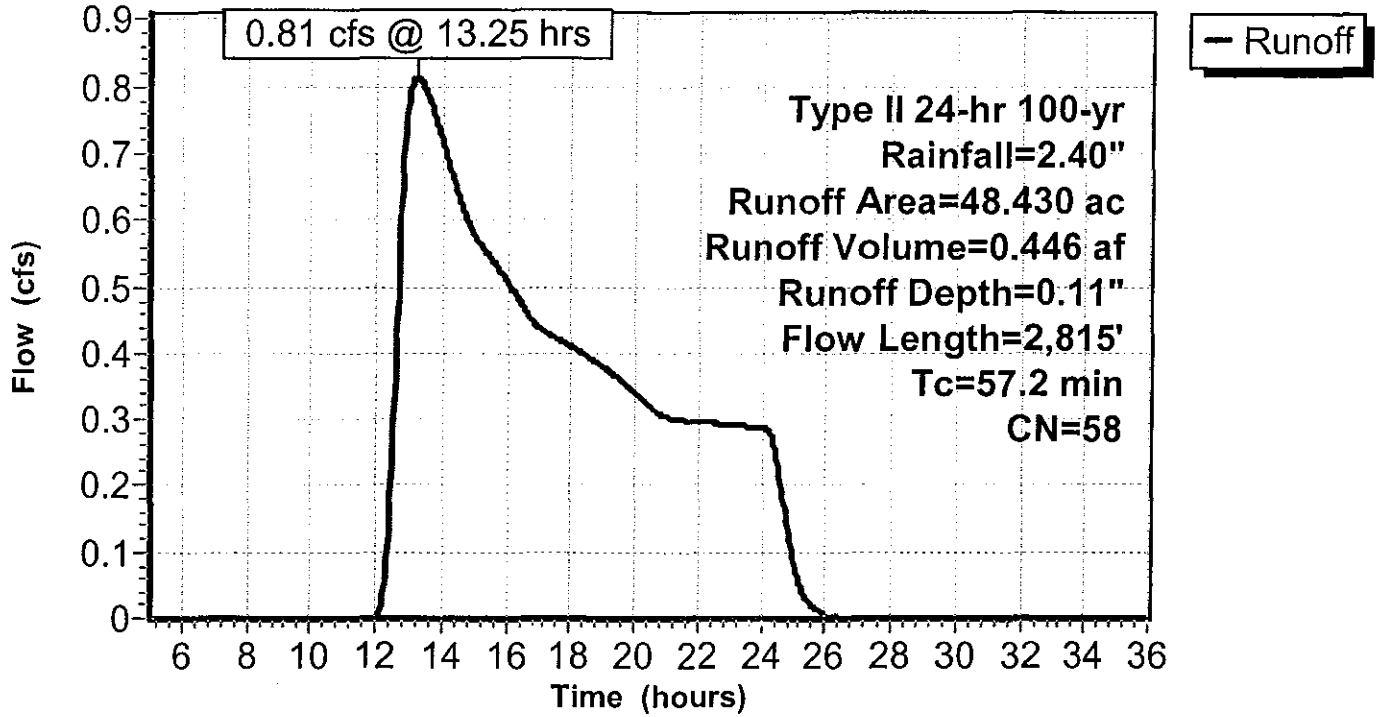
Link Ex-A+X:

Hydrograph



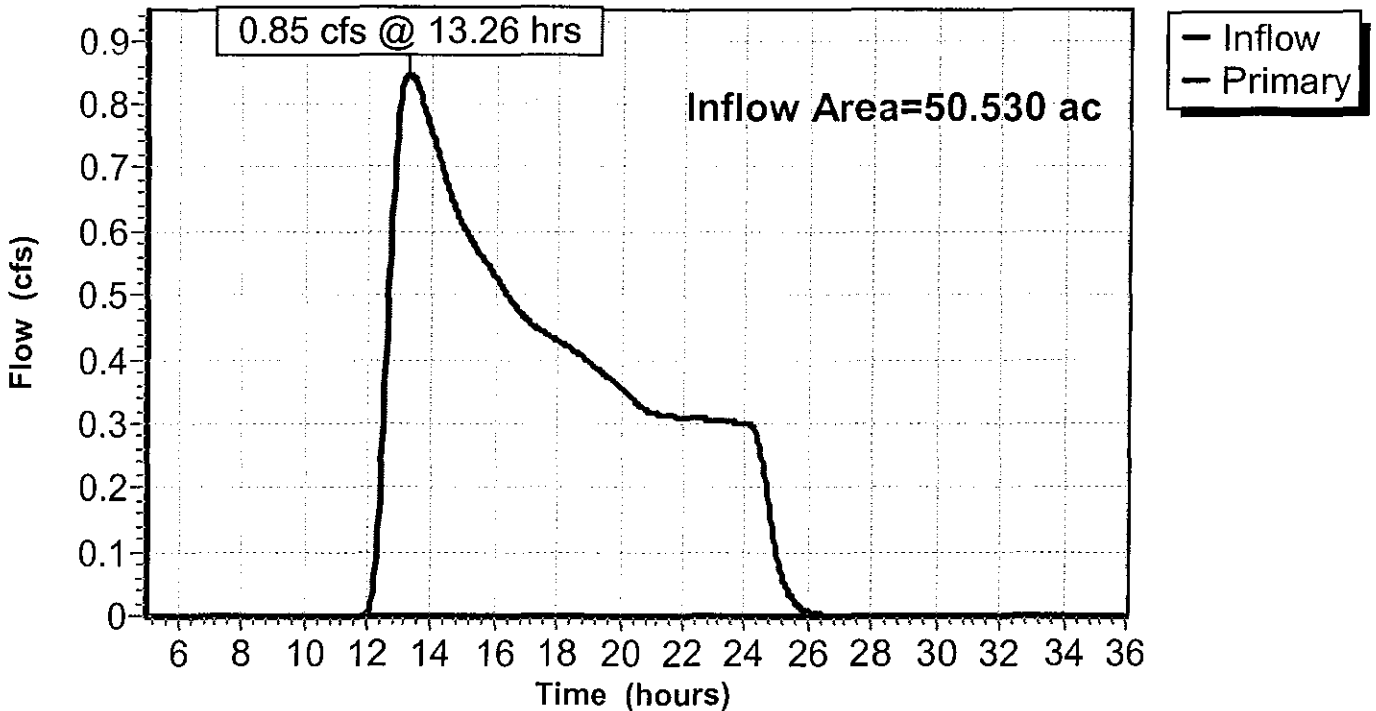
Subcatchment Ex-B:

Hydrograph



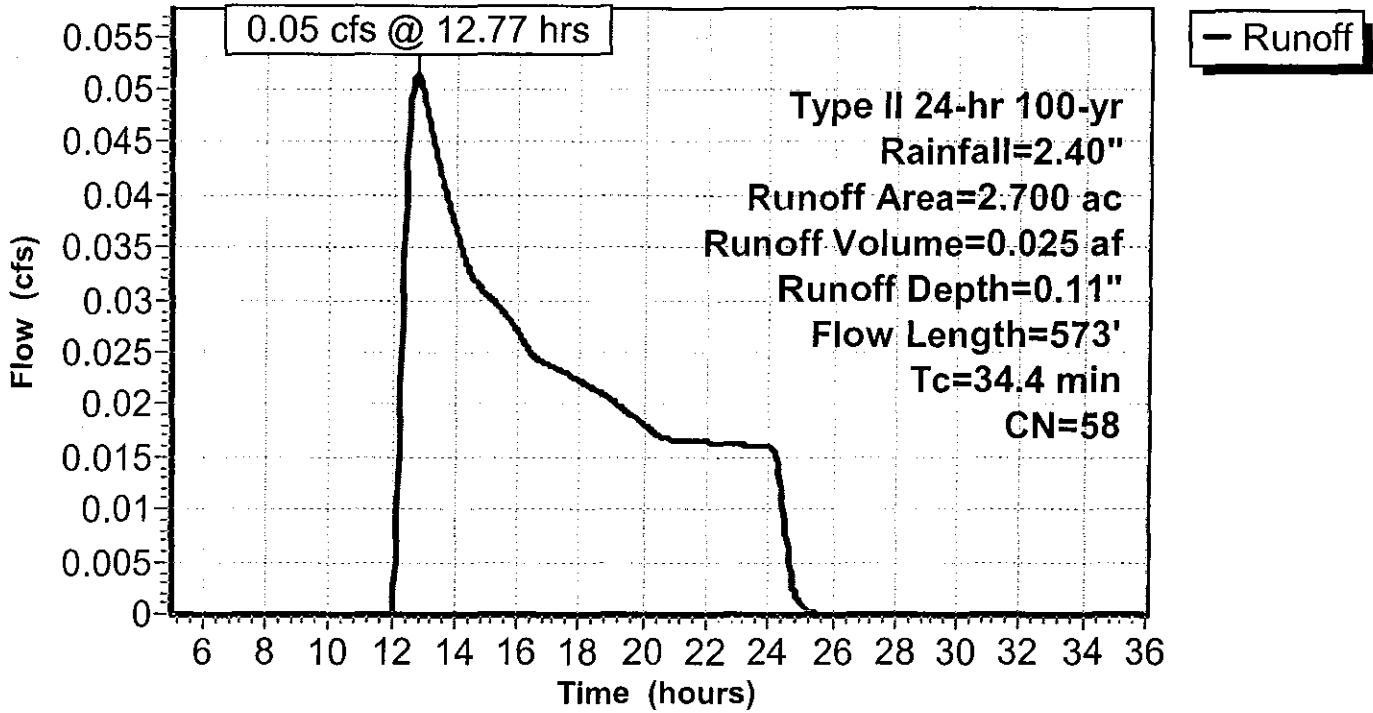
Link Ex-B+Y:

Hydrograph



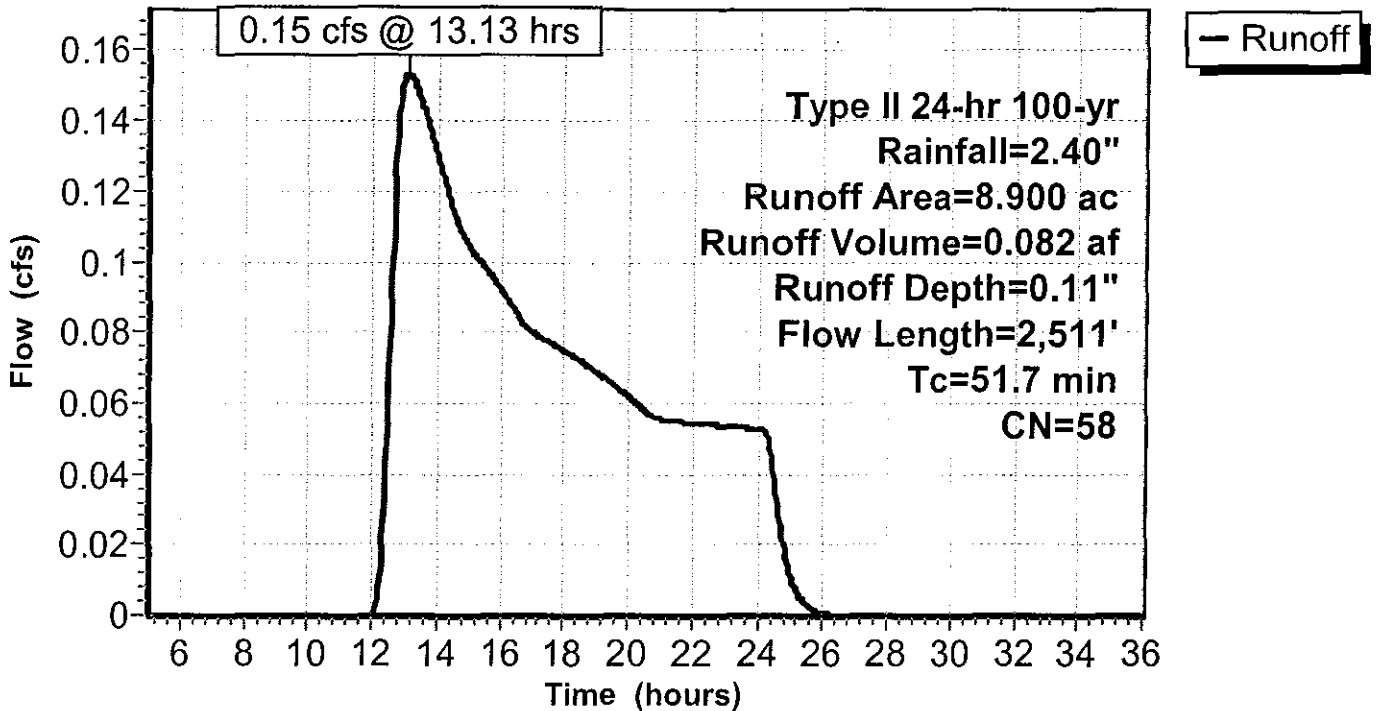
Subcatchment Ex-C:

Hydrograph



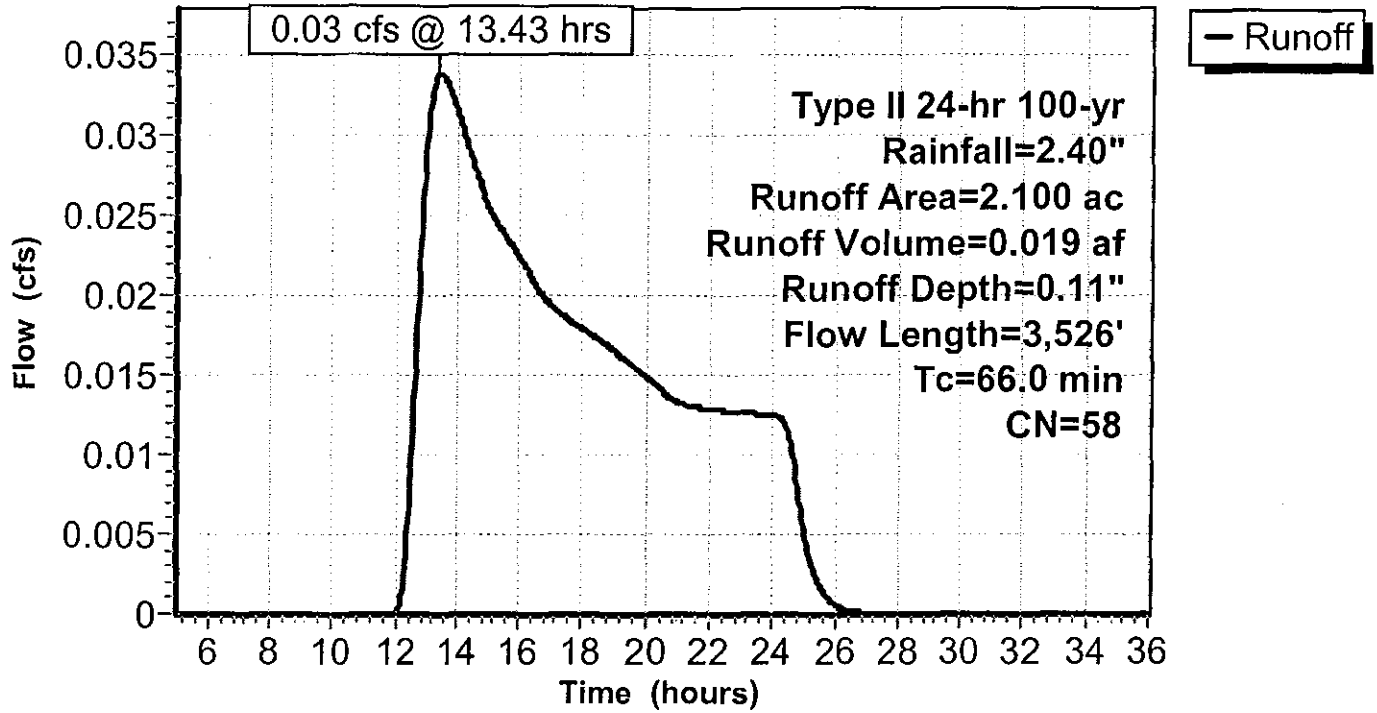
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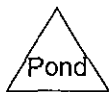
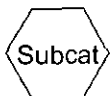
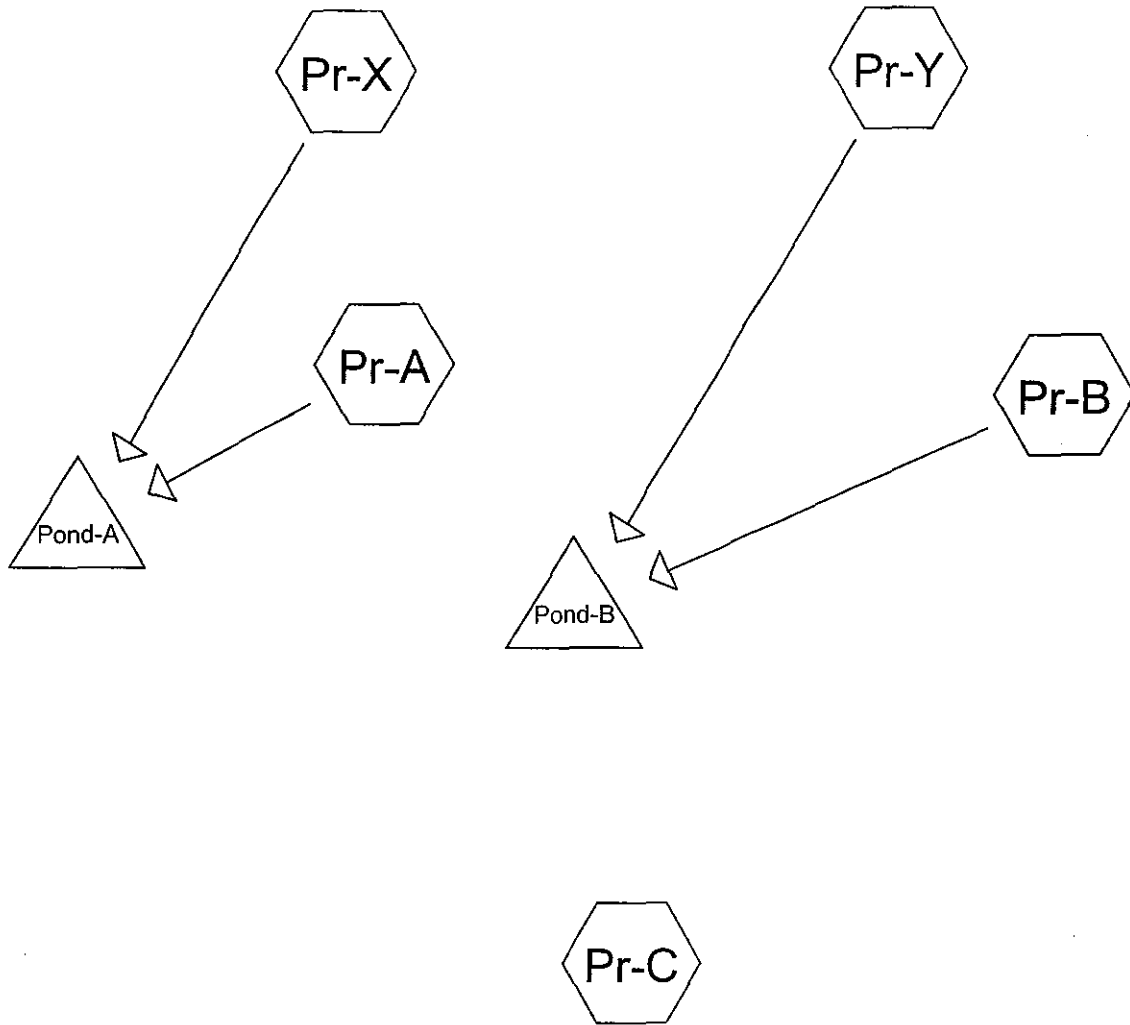
Hydrograph



Subcatchment Ex-Y:

Hydrograph





Drainage Diagram for Hydrocad-Lexie Meadow Estates
 Prepared by Boundaries Unlimited Inc. 10/2/2006
 HydroCAD® 8.00 s/n 004414 © 2006 HydroCAD Software Solutions LLC

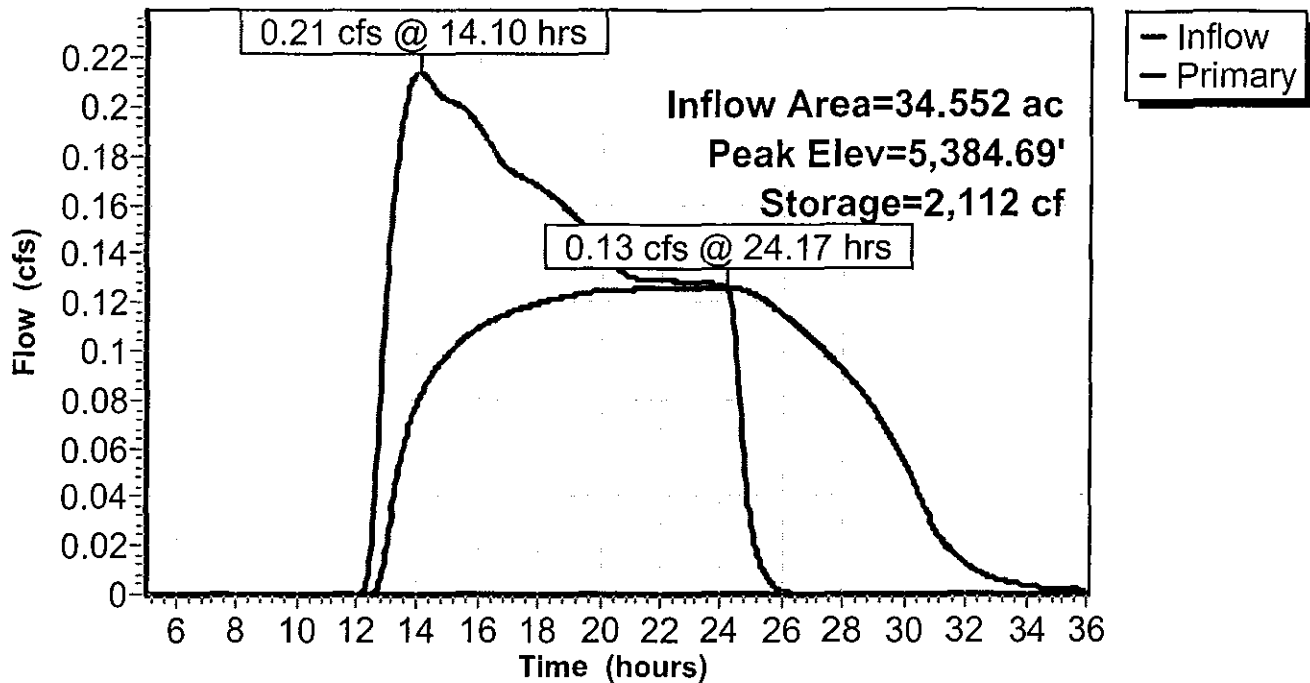
Time span=5.00-36.00 hrs, dt=0.05 hrs, 621 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Pond Pond-A:	Peak Elev=5,384.69' Storage=2,112 cf Inflow=0.21 cfs 0.159 af Outflow=0.13 cfs 0.158 af
Pond Pond-B:	Peak Elev=5,362.42' Storage=30,354 cf Inflow=3.99 cfs 0.882 af Outflow=0.27 cfs 0.360 af
Subcatchment Pr-A:	Runoff Area=25.652 ac Runoff Depth=0.06" Flow Length=1,764' Tc=50.2 min CN=60 Runoff=0.18 cfs 0.130 af
Subcatchment Pr-B:	Runoff Area=48.430 ac Runoff Depth=0.22" Flow Length=2,018' Tc=39.8 min CN=69 Runoff=3.99 cfs 0.875 af
Subcatchment Pr-C:	Runoff Area=117,612 sf Runoff Depth=0.19" Flow Length=314' Tc=18.0 min CN=68 Runoff=0.30 cfs 0.044 af
Subcatchment Pr-X:	Runoff Area=8.900 ac Runoff Depth=0.04" Flow Length=2,511' Tc=51.7 min CN=58 Runoff=0.04 cfs 0.029 af
Subcatchment Pr-Y:	Runoff Area=2.100 ac Runoff Depth=0.04" Flow Length=3,526' Tc=66.0 min CN=58 Runoff=0.01 cfs 0.007 af

Total Runoff Area = 87.782 ac Runoff Volume = 1.084 af Average Runoff Depth = 0.15"
90.06% Pervious Area = 79.057 ac 9.94% Impervious Area = 8.725 ac

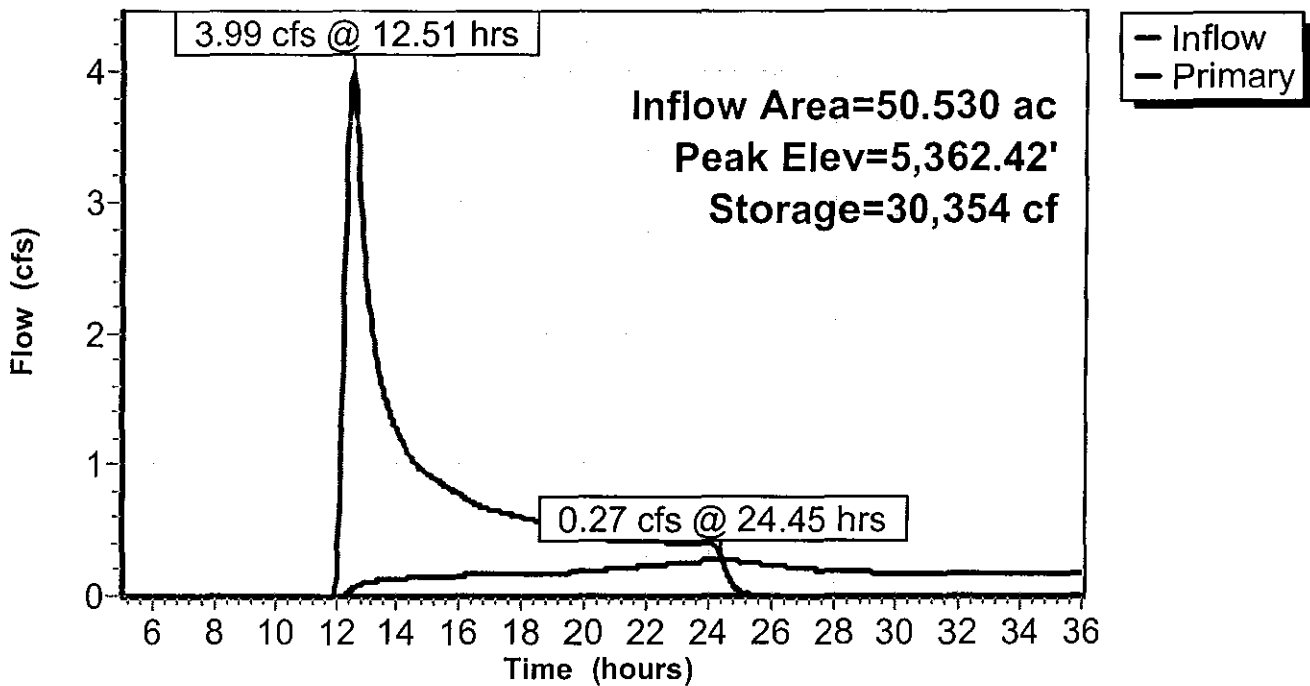
Pond Pond-A:

Hydrograph



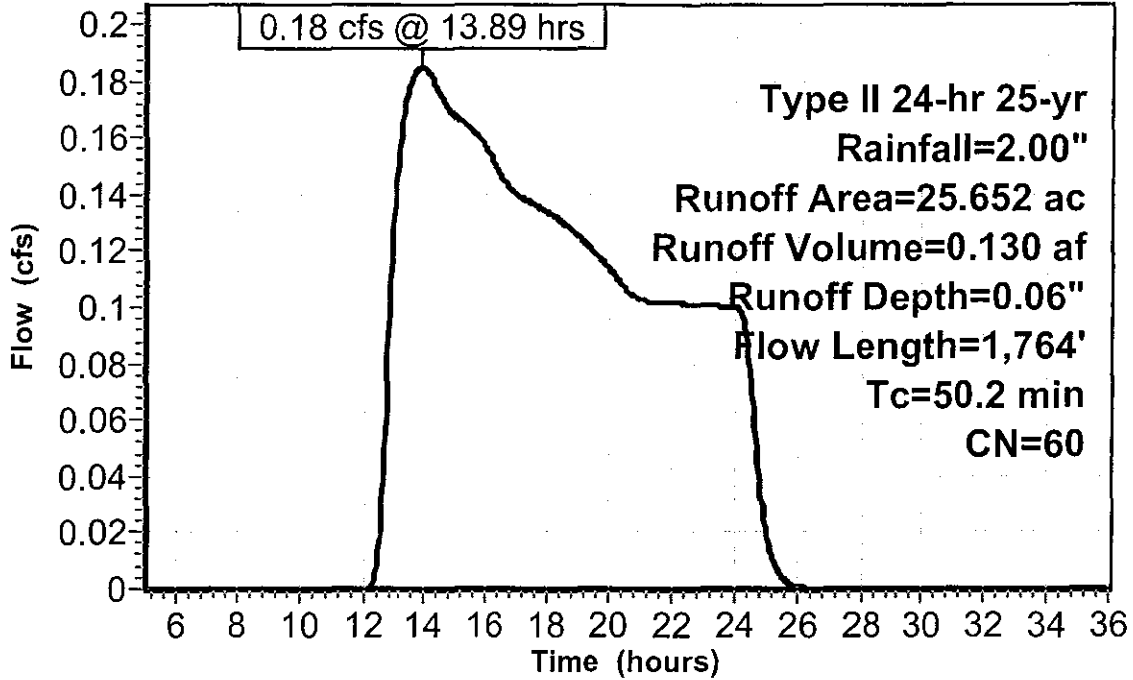
Pond Pond-B:

Hydrograph



Subcatchment Pr-A:

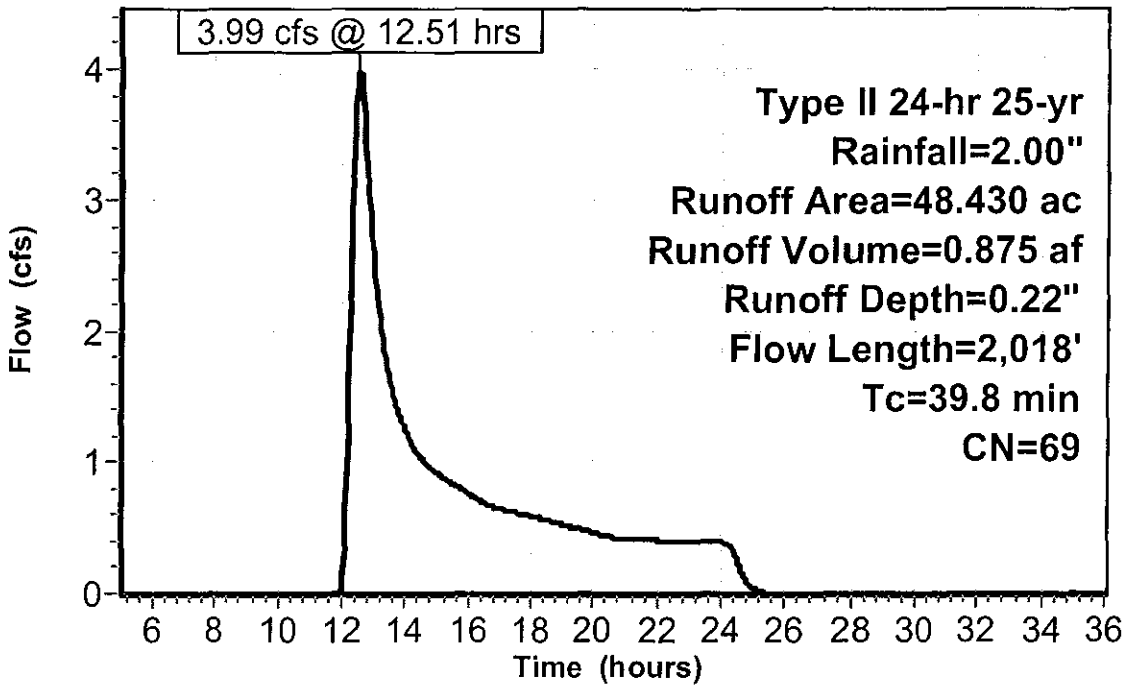
Hydrograph



- Runoff

Subcatchment Pr-B:

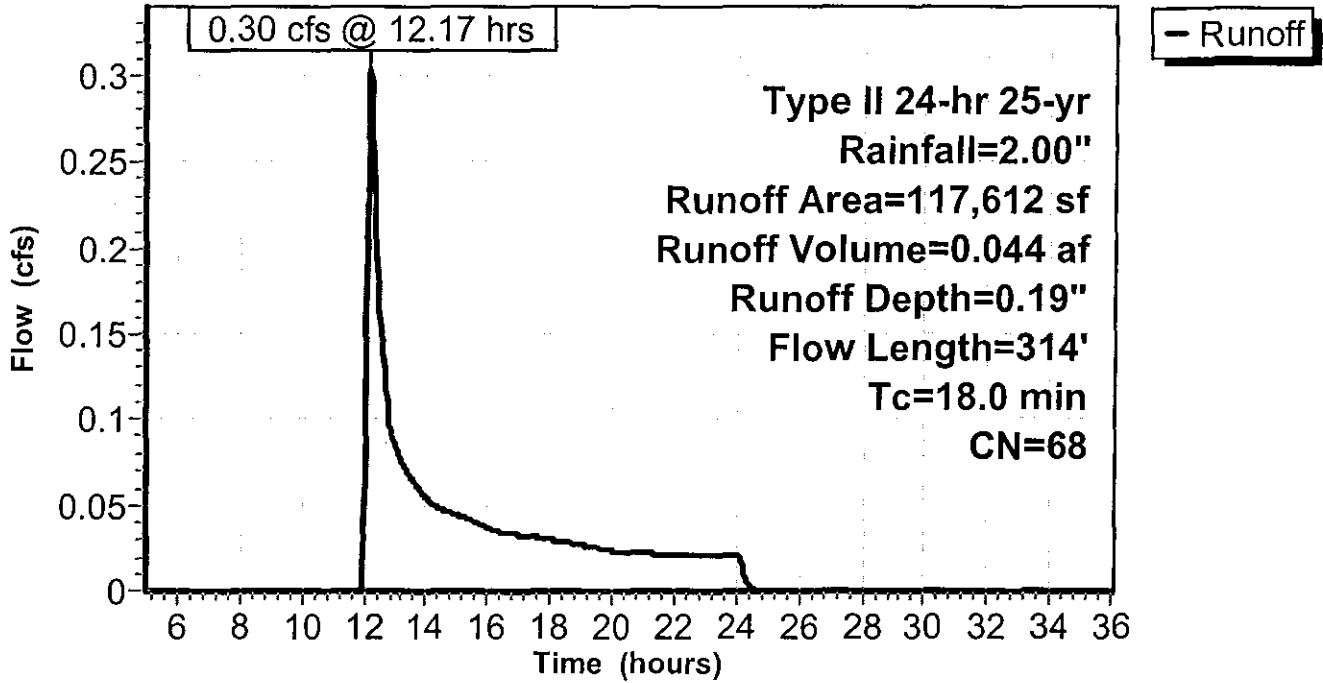
Hydrograph



- Runoff

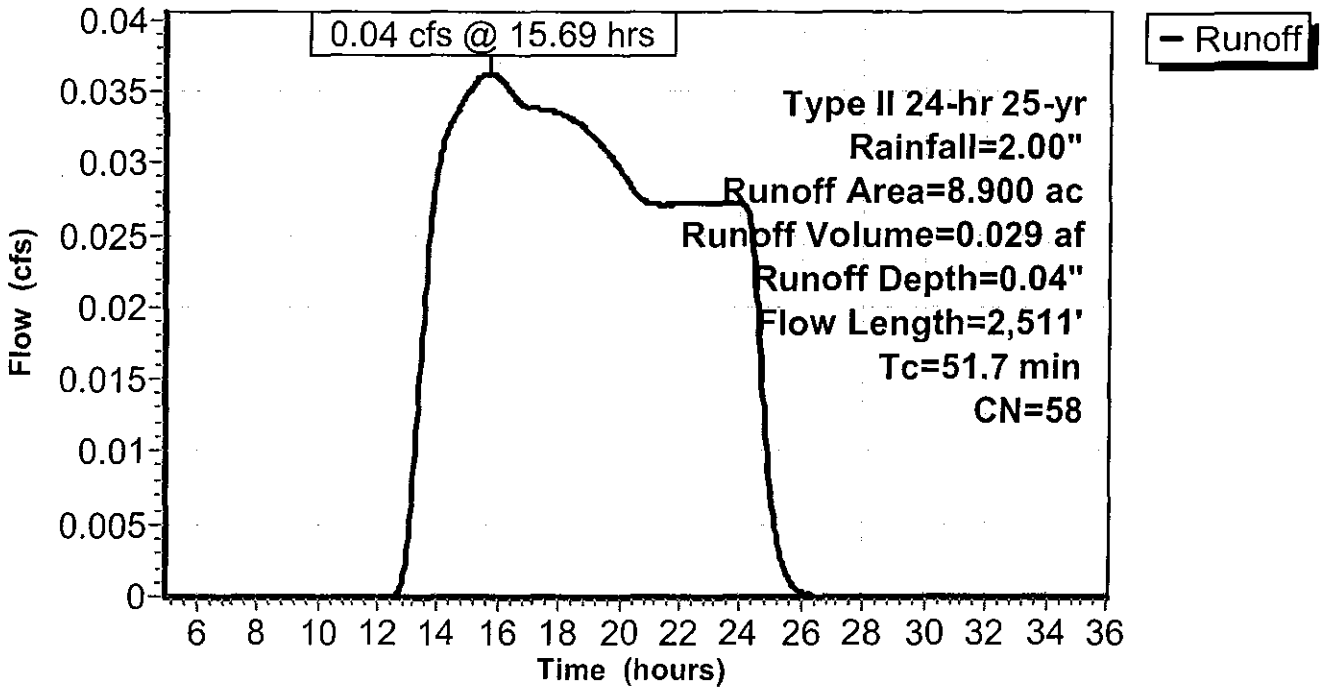
Subcatchment Pr-C:

Hydrograph



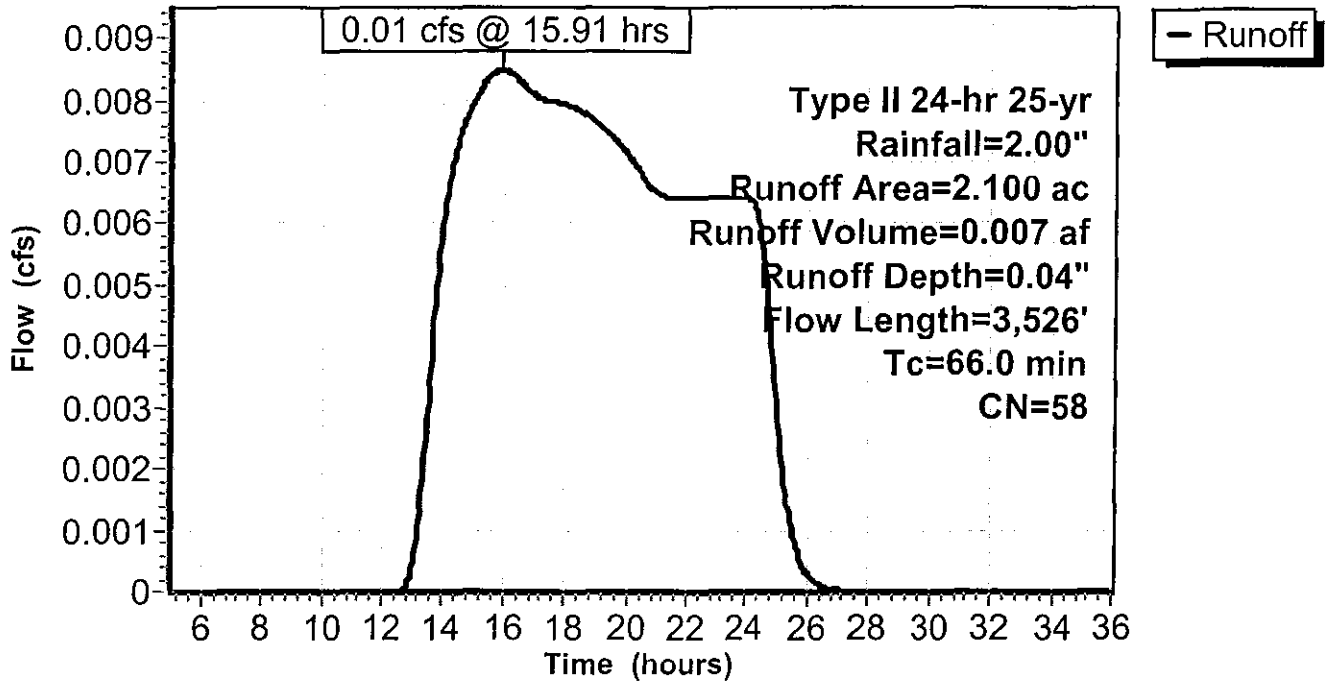
Subcatchment Pr-X:

Hydrograph



Subcatchment Pr-Y:

Hydrograph



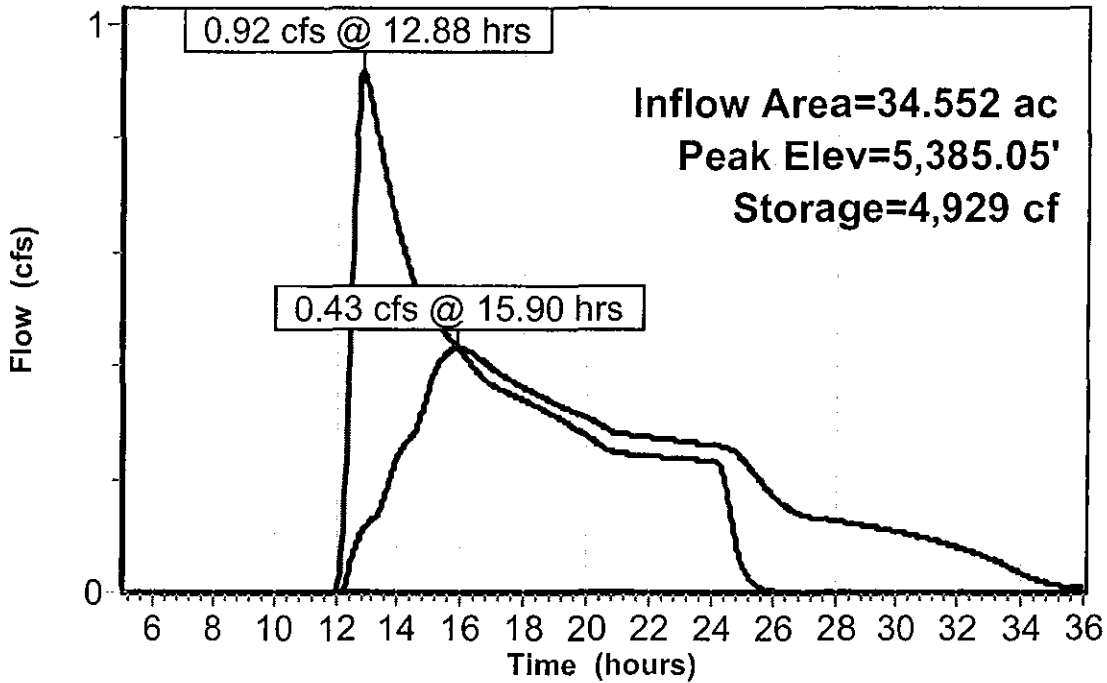
Time span=5.00-36.00 hrs, dt=0.05 hrs, 621 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Pond Pond-A:	Peak Elev=5,385.05' Storage=4,929 cf Inflow=0.92 cfs 0.397 af Outflow=0.43 cfs 0.395 af
Pond Pond-B:	Peak Elev=5,363.16' Storage=47,408 cf Inflow=8.89 cfs 1.537 af Outflow=0.53 cfs 0.835 af
Subcatchment Pr-A:	Runoff Area=25.652 ac Runoff Depth=0.15" Flow Length=1,764' Tc=50.2 min CN=60 Runoff=0.77 cfs 0.315 af
Subcatchment Pr-B:	Runoff Area=48.430 ac Runoff Depth=0.38" Flow Length=2,018' Tc=39.8 min CN=69 Runoff=8.88 cfs 1.518 af
Subcatchment Pr-C:	Runoff Area=117,612 sf Runoff Depth=0.35" Flow Length=314' Tc=18.0 min CN=68 Runoff=0.75 cfs 0.078 af
Subcatchment Pr-X:	Runoff Area=8.900 ac Runoff Depth=0.11" Flow Length=2,511' Tc=51.7 min CN=58 Runoff=0.15 cfs 0.082 af
Subcatchment Pr-Y:	Runoff Area=2.100 ac Runoff Depth=0.11" Flow Length=3,526' Tc=66.0 min CN=58 Runoff=0.03 cfs 0.019 af

Total Runoff Area = 87.782 ac Runoff Volume = 2.011 af Average Runoff Depth = 0.27"
90.06% Pervious Area = 79.057 ac 9.94% Impervious Area = 8.725 ac

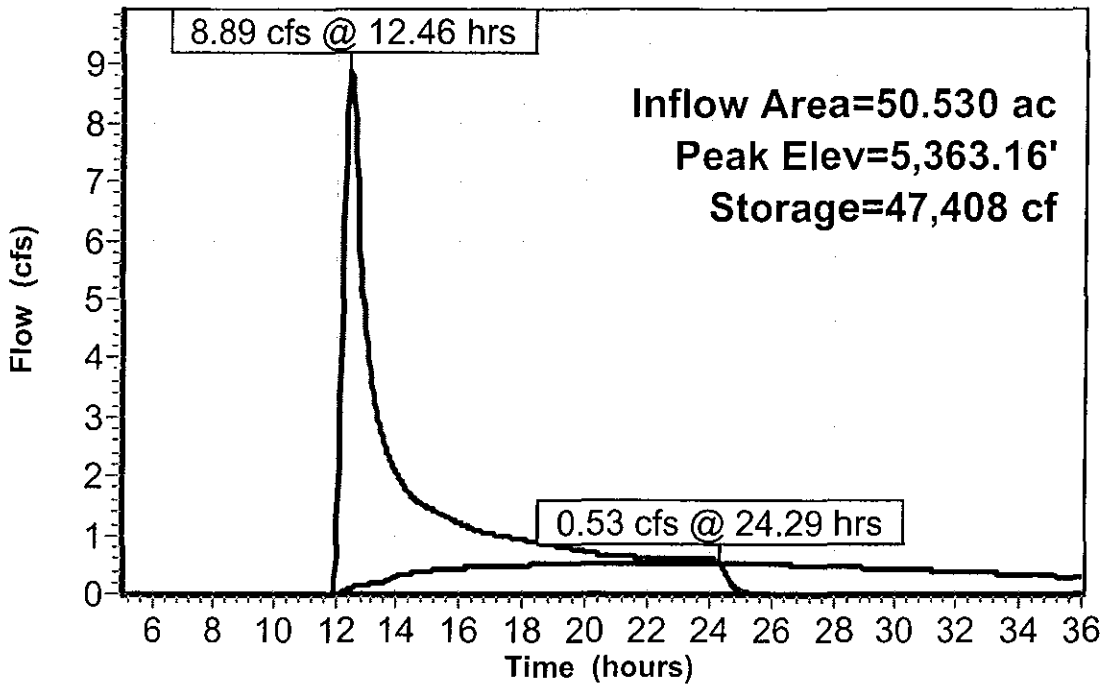
Pond Pond-A:

Hydrograph



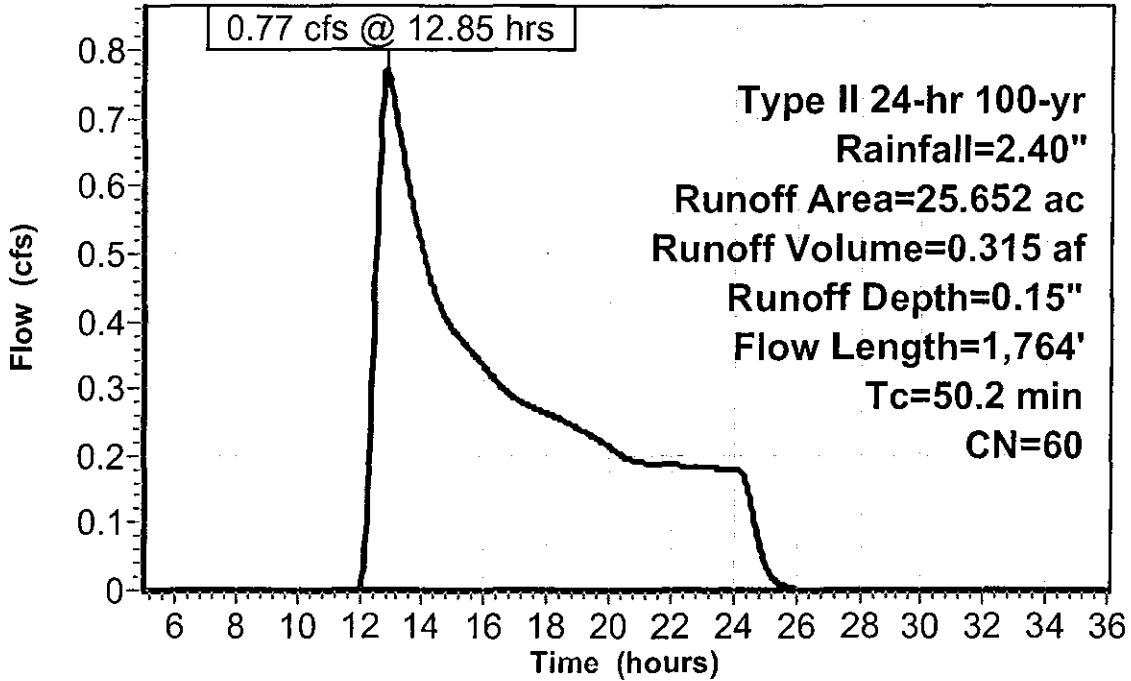
Pond Pond-B:

Hydrograph



Subcatchment Pr-A:

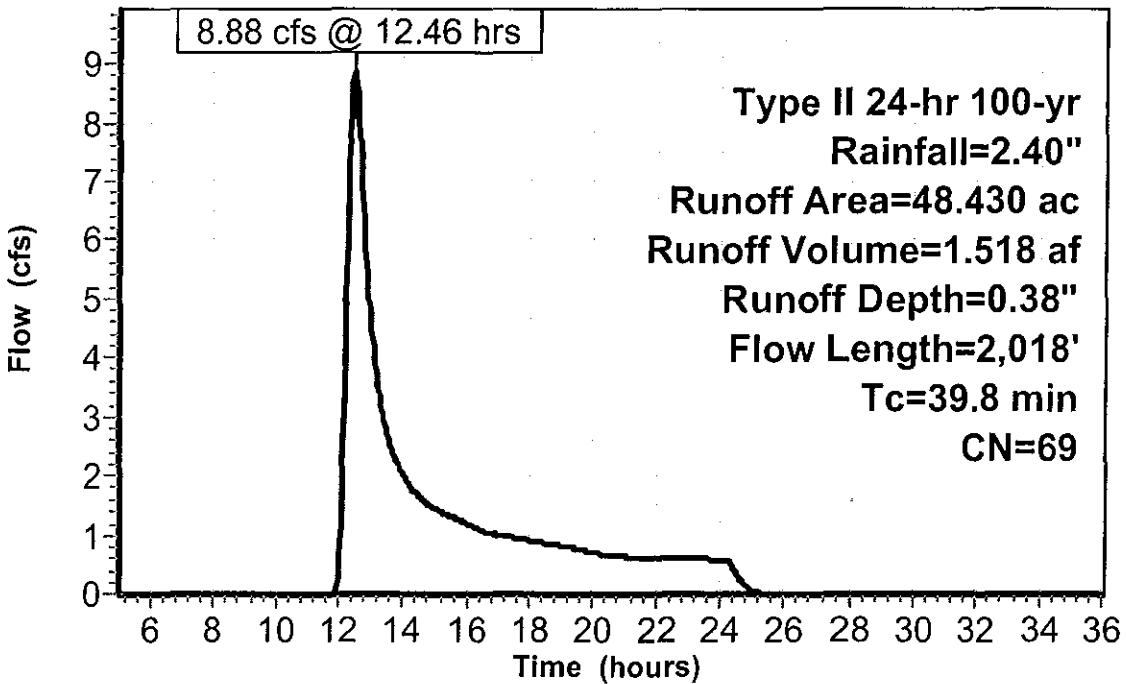
Hydrograph



- Runoff

Subcatchment Pr-B:

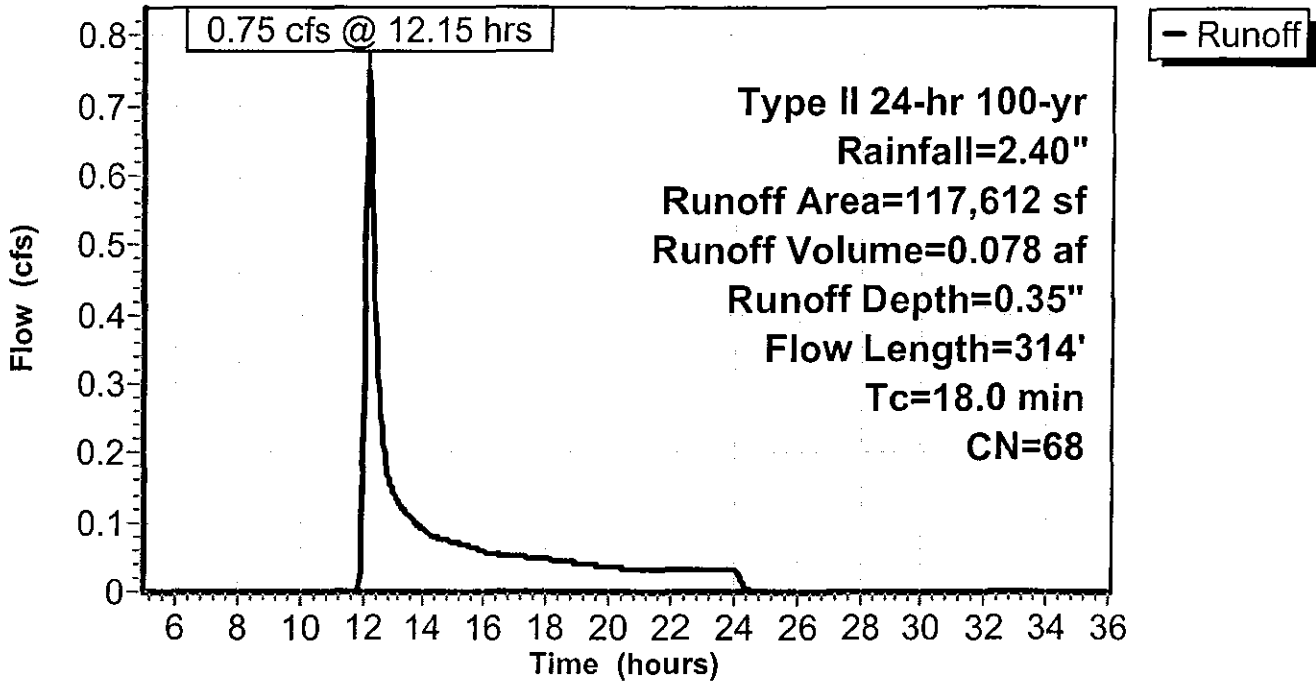
Hydrograph



- Runoff

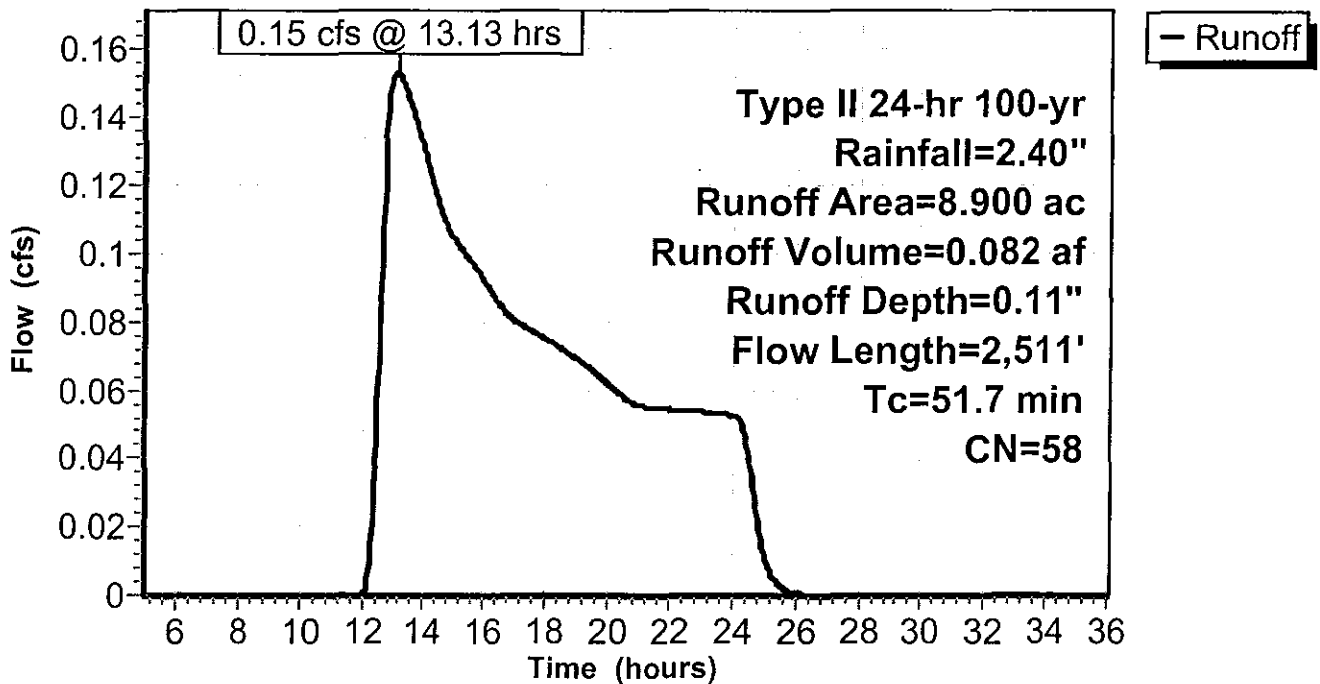
Subcatchment Pr-C:

Hydrograph



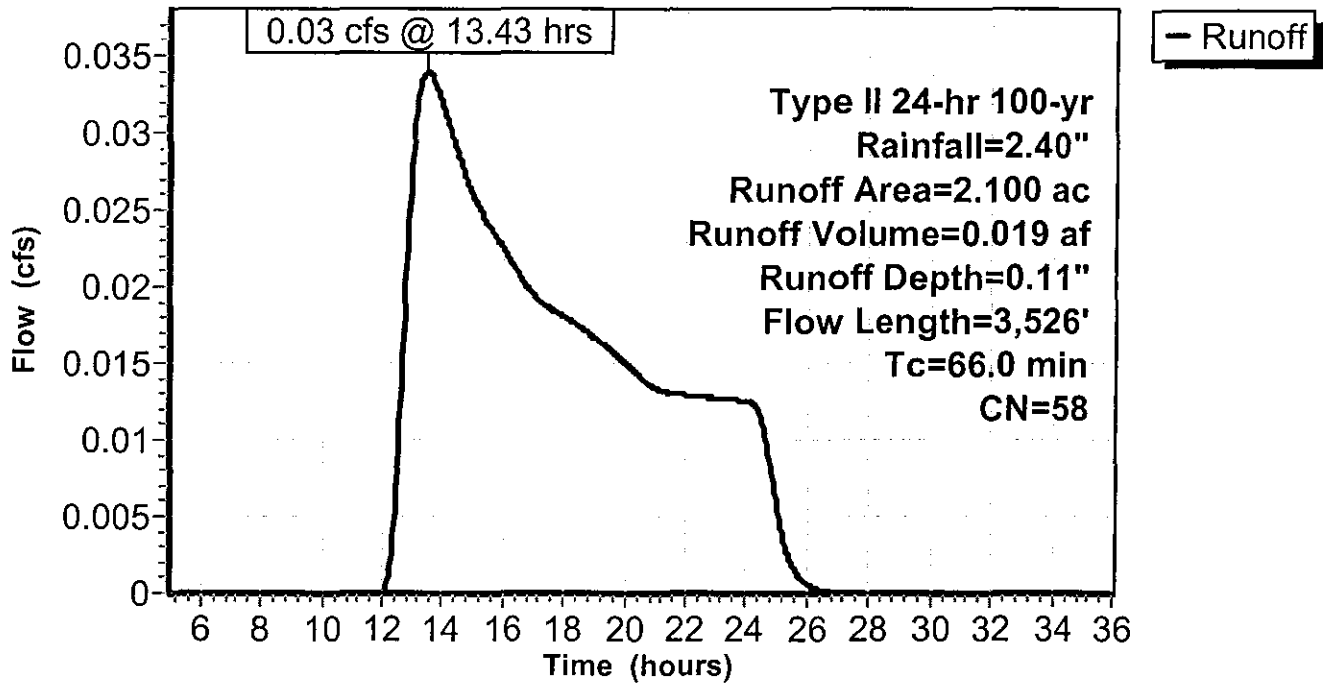
Subcatchment Pr-X:

Hydrograph



Subcatchment Pr-Y:

Hydrograph



Hydrocad-Lexie Meadow Estates

Type II 24-hr 100-yr Rainfall=2.40"

Prepared by Boundaries Unlimited Inc.

HydroCAD® 8.00 s/n 004414 © 2006 HydroCAD Software Solutions LLC

10/2/2006

Pond Pond-A:

Inflow Area = 34.552 ac, Inflow Depth = 0.14" for 100-yr event
 Inflow = 0.92 cfs @ 12.88 hrs, Volume= 0.397 af
 Outflow = 0.43 cfs @ 15.90 hrs, Volume= 0.395 af, Atten= 53%, Lag= 181.3 min
 Primary = 0.43 cfs @ 15.90 hrs, Volume= 0.395 af

Routing by Stor-Ind method, Time Span= 5.00-36.00 hrs, dt= 0.05 hrs
 Peak Elev= 5,385.05' @ 15.90 hrs Surf.Area= 10,352 sf Storage= 4,929 cf

Plug-Flow detention time= 234.1 min calculated for 0.395 af (100% of inflow)
 Center-of-Mass det. time= 232.3 min (1,256.1 - 1,023.8)

Volume	Invert	Avail.Storage	Storage Description			
#1	5,384.00'	25,575 cf	Custom Stage Data (Irregular) Listed below (Recalc)			
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)	
5,384.00	924	143.0	0	0	924	
5,385.00	9,503	410.0	4,463	4,463	12,677	
5,386.00	35,471	765.0	21,111	25,575	45,876	

Device	Routing	Invert	Outlet Devices
#1	Primary	5,384.00'	12.0" x 20.0' long Culvert CPP, square edge headwall, Ke= 0.500 Outlet Invert= 5,383.80' S= 0.0100 ' S= 0.0100 ' Cc= 0.900 n= 0.015 Corrugated PE, smooth interior
#2	Device 1	5,384.00'	2.5" Vert. Orifice C= 0.600
#3	Device 1	5,384.75'	2.5" Vert. Orifice X 2.00 C= 0.600
#4	Primary	5,385.00'	5.0' long x 3.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 Coef. (English) 2.44 2.58 2.68 2.67 2.65 2.64 2.64 2.68 2.68 2.72 2.81 2.92 2.97 3.07 3.32

Primary OutFlow Max=0.43 cfs @ 15.90 hrs HW=5,385.05' (Free Discharge)

- 1=Culvert (Passes 0.30 cfs of 2.46 cfs potential flow)
- 2=Orifice (Orifice Controls 0.16 cfs @ 4.68 fps)
- 3=Orifice (Orifice Controls 0.14 cfs @ 2.11 fps)
- 4=Broad-Crested Rectangular Weir (Weir Controls 0.12 cfs @ 0.53 fps)

Pond Pond-B:

Inflow Area = 50.530 ac, Inflow Depth = 0.37" for 100-yr event
 Inflow = 8.89 cfs @ 12.46 hrs, Volume= 1.537 af
 Outflow = 0.53 cfs @ 24.29 hrs, Volume= 0.835 af, Atten= 94%, Lag= 709.8 min
 Primary = 0.53 cfs @ 24.29 hrs, Volume= 0.835 af

Routing by Stor-Ind method, Time Span= 5.00-36.00 hrs, dt= 0.05 hrs
 Peak Elev= 5,363.16' @ 24.29 hrs Surf.Area= 23,547 sf Storage= 47,408 cf

Plug-Flow detention time= 668.4 min calculated for 0.834 af (54% of inflow)
 Center-of-Mass det. time= 511.1 min (1,448.9 - 937.8)

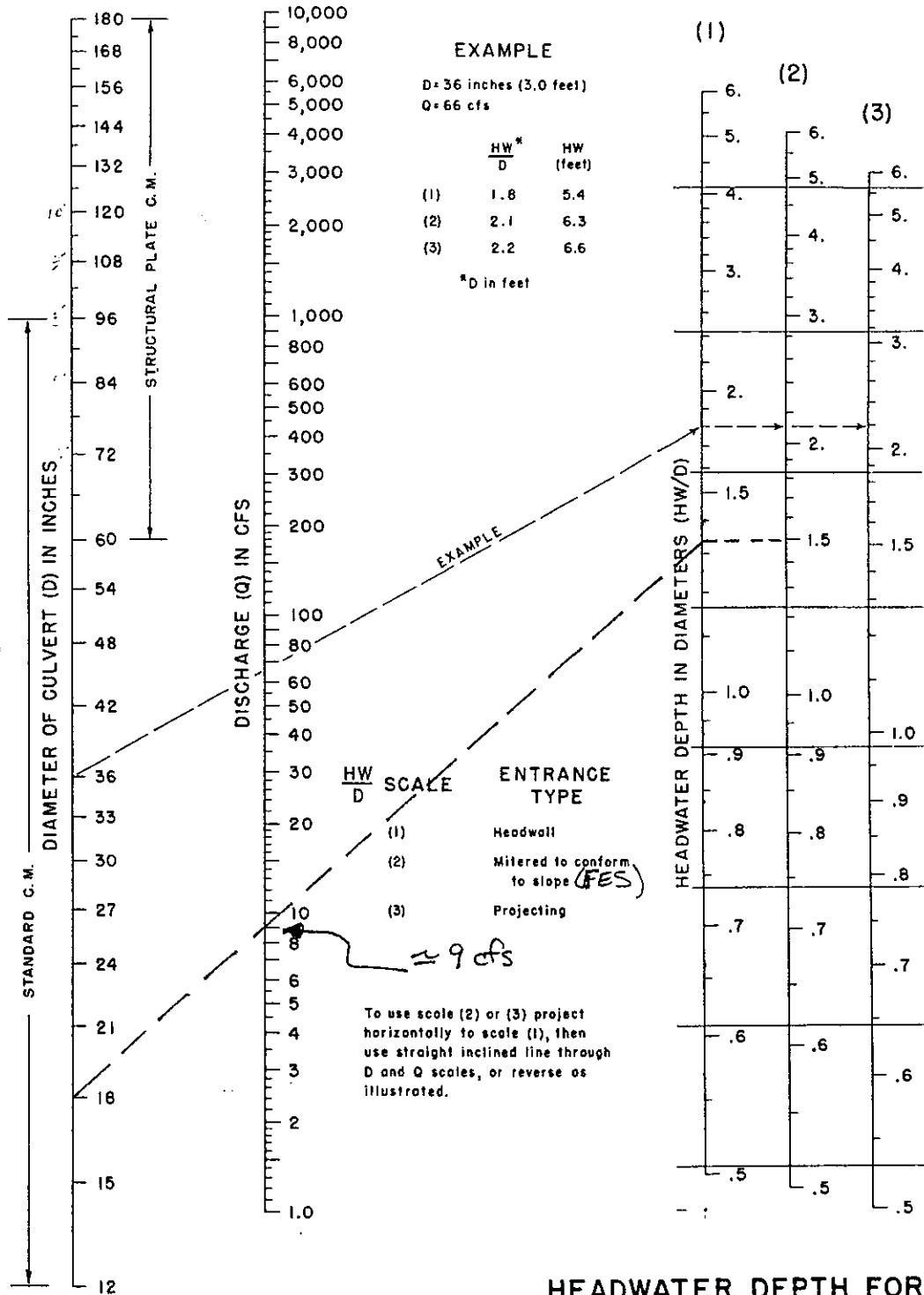
Volume	Invert	Avail.Storage	Storage Description			
#1	5,361.00'	67,219 cf	Custom Stage Data (Irregular) Listed below (Recalc)			
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)	
5,361.00	20,209	542.0	0	0	20,209	
5,362.00	21,866	562.0	21,032	21,032	22,051	
5,363.00	23,582	581.0	22,719	43,751	23,871	
5,364.00	23,355	600.0	23,468	67,219	25,752	

Device	Routing	Invert	Outlet Devices
#1	Primary	5,361.00'	18.0" x 80.0' long Culvert CPP, square edge headwall, Ke= 0.500 Outlet Invert= 5,360.20' S= 0.0100 '/' Cc= 0.900 n= 0.015 Corrugated PE, smooth interior
#2	Device 1	5,361.00'	2.5" Vert. Orifice C= 0.600
#3	Device 1	5,362.25'	2.5" Vert. Orifice X 2.00 C= 0.600
#4	Device 1	5,363.25'	18.0" Horiz. Grate Limited to weir flow C= 0.600

Primary OutFlow Max=0.53 cfs @ 24.29 hrs HW=5,363.16' (Free Discharge)

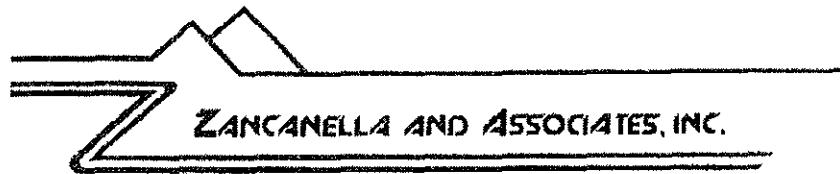
- 1=Culvert (Passes 0.53 cfs of 9.21 cfs potential flow)
- 2=Orifice (Orifice Controls 0.24 cfs @ 6.90 fps)
- 3=Orifice (Orifice Controls 0.29 cfs @ 4.31 fps)
- 4=Grate (Controls 0.00 cfs)

CHART 5



**HEADWATER DEPTH FOR
C. M. PIPE CULVERTS
WITH INLET CONTROL**

P.O. Box 1908
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ENGINEERING CONSULTANTS

February 9, 2007

Lee Leavenworth, Esq.
Leavenworth & Karp, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Re: Lexie Meadow Estates Water Supply

Dear Lee:

This letter summarizes our review of the water supply for Lexie Meadow Estates, proposed by Jim Cagle for a parcel of land located in Section 6, Township 6 South, Range 92 West of the 6th Principal Meridian, Garfield County, Colorado; approximately 2.5 miles west of the town of Silt on County Road 227, see Figure 1.

Project Information

The development plan calls for subdivision of a 76 acre parcel into 37 single family lots in a cluster development configuration including 42.7 acres of irrigated open space and 1.75 acres of pond surface area. The open space irrigation needs will be served by 120 shares of Silt Project water supplied to the property by existing conveyance structures. The subdivision requires a reliable year-round potable water supply to meet domestic water requirements including a one hour fire flow of 1,500 gpm, which will be provided by on-site wells and storage tanks.

Physical Supply, Potable Water

Based on the need for a reliable year-round potable water supply, a groundwater source was developed, with the intent that it would meet all domestic, fire protection, and pond evaporation demands. To develop this supply, wells were permitted, drilled, and tested in 2006.

Test Well Permitting

After reviewing the Division of Water Resources' well permit database for nearby wells and the cluster option plat map dated April 7, 2006, we selected two test well locations and applied for a Monitoring/Observation Water Well permit for each location under the name of Richard Murr, the current owner of the property. We named the test wells Lexie Well A and Lexie Well C. Copies of the permits, numbers 268585 and 268586, are attached to this letter, and the locations are plotted on Figure 1, also attached.

Well Drilling

The wells were drilled by Shelton Drilling Corp. Lexie Well A was drilled through approximately 33 feet of silt, 14 feet of water bearing gravel, and finally into the Wasatch Formation to a total depth of 75 feet, as indicated on the Well Construction Report. Figure 2 is a detail of the well as constructed. Lexie Well C was drilled similarly to Well A. However, Well C turned out to be a dry hole, and was plugged per the State Engineer's regulations.

Pump Test

In order to estimate the capacity of Lexie Well A and its ability to meet domestic water quantity and quality needs, Samuelson Pump Company performed a 24-hour pump test from the 12th to the 13th of July, 2006.

Figure 3 and Table 1 show water levels in the well throughout the duration of the pump test and early recovery period. Figure 3 also shows the static water level and the pump intake level for reference. The static water level, measured before the pump test, was 23.8 feet and the pump intake was set at approximately 70 feet. The drawdown due to pumping never exceeded 1.6 ft (3.5% of the available drawdown, 46.2 feet), although a constant 25 gallons per minute (gpm) was pumped from the well during all but the first 90 minutes of the pump test. This indicates the well's capacity is at least 25 gpm, and the completion depth provides adequate available drawdown to accommodate hydraulic formation and well losses associated with the 25 gpm pumping rate.

The water level data was analyzed using the Rorabaugh Straight Line procedure in order to determine well loss coefficients and well efficiency, the later of which was found to be approximately 82% at 25 gpm. This means that 82% of the total hydraulic losses or drawdown can be attributed to formation losses incurred in the aquifer, while the rest are incurred as water passes through the perforated casing into the well.

The observed formation losses were derived using the well loss information, and plotted on Figure 4 at an exaggerated vertical scale in order to show the aquifer's reaction to pumping in greater detail. Also shown are calculated formation losses which were obtained using a Theis multiple rate superposition model. The pumping rate time series is plotted as well.

A residual drawdown curve was plotted from the recovery data, and is shown in Figure 5. The plot's curvature suggests that the aquifer is somewhat non-ideal, which might be expected given the proximity of the dry hole, Lexie Well C. In this sense, non-ideal is a hydrogeologic term used to describe an aquifer's water storage and transmission characteristics; it does not necessarily carry a positive or negative connotation, except as derived from supplementary analytical conclusions. Extrapolation of the irregular curve in Figure 5 does not clearly suggest that the aquifer exhibits either positive or negative recharge characteristics; however, a well sounding taken on a subsequent site visit (22.0 ft on August 17, 2006) demonstrated that complete recovery did take place. The static water level was again measured on February 8, 2007, and found to be 25.7

feet, which is about 2 feet lower than the level (23.7 ft) measured before the pump test. This difference likely reflects a seasonal variation in water level.

Based on the pump test data, we believe that Lexie Well A is capable of supplying the domestic needs of the proposed subdivision.

During the pump test we also collected water samples which we sent off for laboratory analysis. Samples were sent to Grand Junction Laboratories for microbiology, and to Evergreen Analytical for organics, inorganics, and radionuclides.

Water Quality

The water quality test results are summarized in the attached Table 3. As presented in the table, all constituents considered in the analysis meet their respective criteria, with the exceptions of Iron, Manganese, Total Dissolved Solids (TDS), and Total Coliforms.

The Iron, Manganese, and TDS standards are secondary, which means that they are not enforceable, but are guidelines suggested for aesthetic reasons. For example, the slightly elevated iron concentration may cause some staining of porcelain fixtures, the slightly elevated Manganese concentration may impart a flavor to the water, and the elevated TDS concentration may result in formation of scale. These possibilities may make the water less than ideal, but they do not pose a threat to public health.

Most wells will produce bacteriologically safe water once disinfected. Coliforms occur naturally in the environment and are generally harmless to human health, the primary standard for Total Coliform bacteria bases itself on Total Coliforms as an indicator of the possible existence of harmful bacteria or other pathogens. The E. Coli test came back negative, meaning that the water has not been subjected to fecal contamination. This result indicates that the coliforms in the water were likely naturally occurring bacteria introduced by the testing equipment. Disinfection will be required by the state as part of the potable water distribution system. The most common disinfection technology involves the addition of a small amount of a chlorine compound to the water and the provision of an adequate contact time. This process will eliminate any remaining coliform bacteria.

Based on the results of the laboratory tests, the water quality is acceptable for the proposed uses.

Hydrologic Budget

The capacity of Lexie Well A is sufficient to meet the proposed development's potable water diversion requirements. This does not necessarily mean that the local hydrologic budget will successfully bear the depletion over the long term.

On-site irrigation plays a role in recharge of the aquifer underlying the proposed development. For that reason, we recommend that the imported Silt Project water continue to be applied to the land by sprinklers or furrow irrigation on-site.

It is also important to monitor the aquifer in order to identify any trends, which may be seasonal, periodic, or long-term in nature. We recommend keeping a log of well soundings on a monthly basis as long as groundwater supplies residences on the property.

Further Development of Supply

In order to provide service to the proposed subdivision, a water distribution network will need to be designed and constructed. In order to provide that system with a mechanically redundant water supply and the ability to meet peak-hour demands, we recommend that an additional well, Lexie Well B, be drilled near Lexie Well A, in conjunction with construction of the water service lines, and that a water storage tank be incorporated into the system. To provide adequate storage and accommodate fire flow, we recommend a minimum of a 200,000 gallon tank be constructed. A booster pump system and a fire flow pump system will also be required.

Physical Supply, Raw Water

As stated above, it is our understanding that the subdivision's raw water needs are to be met by 120 shares of Silt Project water. We understand that these shares currently supply a portion of the irrigation water used on the property, and that they will be conveyed with the property. On the same basis, we also understand that the water supplied by these shares is physically delivered to the property by existing conveyance structures. After modifying the existing irrigation system in accordance with the subdivision configuration or constructing a new irrigation system, the 120 shares will be sufficient to irrigate 42.7 acres of open space. This assumes irrigation throughout the entirety of the growing season on an average year. As you know, the amount of water made available per share fluctuates from year to year based on hydrologic conditions.

Legal Supply

As stated above, suitable physical supplies of raw and potable water are available to serve the proposed subdivision. As you are aware, the legal right to apply water to beneficial use must be obtained in addition to identifying the presence of a physical supply. Establishment of such a right requires filing a claim with the appropriate water court. The filing must include specific information such as the amount of water claimed and the beneficial purposes to which the water is to be placed.

The proposed subdivision will need a domestic use water right, which will need to be augmented to allow continuous operation of the junior priority water rights.

We have provided the following engineering to support an augmentation plan or West Divide contract application, which should be the best available option for augmentation.

Well Permitting

A water rights claim requires that the source of the water be identified. We anticipate the new sources to be Lexie Wells A and B. The attached monitoring well permits do not allow withdrawal of water from the wells, except for testing. Therefore, before a pump can legally be installed in Lexie Well A, the well will have to be re-permitted under

a production well or Fee Well permit. The proposed Lexie Well B will also need to be permitted as a Fee Well.

Water Usage

A water rights claim also requires quantification of the amount of water to be put to beneficial use. We have prepared an engineering estimate of the proposed subdivision's anticipated average water usage by month. It is attached as Table 2.

The table provides for the in-house use of 350 gallons of potable water per day on each of the 37 proposed lots. It assumes that the in-house wastewater will be disposed of by means of Individual Sewage Disposal Systems (ISDS), otherwise known as septic tanks with leach fields, resulting in the consumptive use of about 15 percent of the total in-house usage. The table also provides for 500 square feet of potable water lawn irrigation with an application efficiency of 80 percent. As one of the proposed lots will exceed 20 acres, potable water was also included for watering of 4 animal units of livestock at 12 gallons per unit per day with 100 percent consumptive use. Potable water pond evaporation for a pond with 1.75 acres of surface area was also accounted for in the table.

Our estimate for the total potable water required by these demands is 22.53 acre feet. This is the average annual amount of water which we anticipate the subdivision will divert from Lexie Wells A and B at full build-out. The highest monthly average pumping rate is approximately 18 gpm throughout the month of June. The instantaneous rate of usage may be as high as three times that number; however, with the water tank, the instantaneous diversion rate should not need to exceed 50 gpm, which should be the cumulative pumping rate we suggest be claimed for the wells.

Table 3 also contains estimated monthly consumptive use figures. Based on the parameters mentioned above, we estimate that the total annual consumptive use associated with the potable water diversions at full build-out will be 9.95 acre-feet. The rate at which consumptive use of water pumped from the presumably tributary aquifer effects local stream flow differs from the rate at which it is used due to delayed impact or lagging. Delayed impacts to the nearby Colorado River were accounted for using aquifer parameters derived from the Lexie Well A pump test data. A five percent transit loss contingency was added to the resulting redistribution of monthly consumptive use to yield total monthly needs for replacement water or augmentation, which sum to an estimated annual total of 10.44 acre-feet of water.

The subdivision's raw water needs are to be met by the 120 shares of Silt Project water currently used for irrigation on the property. This should require no change in water use; the water currently used for irrigation will continue to be used for irrigation. The 120 shares will be sufficient to serve the subdivision's 42.7 acres of irrigated open space given a 70 percent application efficiency. This assumes irrigation throughout the entirety of the growing season on an average year.

Augmentation Source

The proposed development lies within the Silt Water Conservancy District (SWCD). The SWCD has an agreement with the West Divide Water Conservancy District (WDWCD) allowing WDWCD to provide augmentation water within its boundaries. WDWCD has designated an area within which it can, by contract, legally provide replacement water under its existing substitute supply plan, known as Area A. The Area A boundary is shown on Figure 1. The structures to be augmented, Lexie Wells A and B, lie within Area A, as does the place of use of the potable water, based on the cluster option plat map dated April 7, 2006. These facts show that the proposed subdivision is eligible to apply for a WDWCD water allotment contract leasing it water for augmentation. We have prepared and submitted a WDWCD lease application for 10.5 acre-feet of water.

Summary

Based on the current plan for Lexie Meadow Estates Subdivision, an adequate physical supply of both groundwater for disinfection and distribution through a potable water system and raw water for irrigation can be developed. Additional development of the physical supply should include construction of another well and a water tank. Well levels should be monitored in order to allow continual evaluation of the long-term reliability of the groundwater supply. The legal right to apply the groundwater to beneficial use should be established by additional well permitting, filing of water rights and augmentation claims, and securing West Divide Water Conservancy District contract water. As you are aware, the water rights can be processed as part of the West Divide batch adjudication or individually.

If you have any questions, please call our office at (970) 945-5700.

Very truly yours,

Zancanella & Associates, Inc.

Thomas A. Zancanella, P.E.

S. Collin Robinson, EI

Attachments

cc: Deric Walter, P.E.

z:\26000\26406 cagle, Jim (murr property)\2007 water supply report.doc

Table 1
Lexie Meadows

Lexie Well A Pump Test
Samuelson Pump Company
July 12 - 13, 2006

Time [min]	Flow [gpm]	Level [ft]
1	10	24.10
2	10	24.20
4	10	24.22
10	10	24.23
15	10	24.24
30	10	24.25
31	15	24.40
32	15	24.50
34	15	24.50
40	15	24.50
45	15	24.50
60	15	24.50
61	20	24.70
62	20	24.75
64	20	24.80
70	20	24.80
75	20	24.90
90	20	24.90
91	25	25.10
92	25	25.10
94	25	25.20
100	25	25.20
105	25	25.20
120	25	25.30
135	25	25.30
150	25	25.30
180	25	25.30
210	25	25.30
270	25	25.30
450	25	25.30
630	25	25.40
1400	25	25.40
1440	25	25.40
1441	0	24.15
1442	0	24.05
1443	0	24.00
1444	0	24.00
1445	0	24.00
1450	0	24.00
1455	0	24.00
1470	0	23.90
1480	0	23.90
1485	0	23.90

Table 2
Lexie Meadow Estates
Water Usage Summary

Raw Water Demands	
Total Irrigated Common Open Space	62.7 (acres)
Non-Irrigated Application Efficiency	79.8%
Water Usage Parameters	
Annual Pasture CIR	1.96 (ft)
Annual Free Water Surface Evaporation	3.83 (ft)

Potable Water Demands	
Number of Lots	37 (lots)
Daily In-house Usage per Lot	350 (gpd)
Percent of In-house Usage Consumed	15.9%
Total Potable Water (and Garden) Area per Lot	500 (ft ²)
Total Potable Water Lawn (and Garden) Area	6.42 (acres)
Lawn (and Garden) Irrigation Application Efficiency	80.8%
Head of Livestock	4 (AU)
Daily Usage per Head	12 (gpd)
Percent of Livestock Usage Consumed	100.0%
Pond Surface Area	1.72 (acres)

Months	(1) In-House		(2) Potable Water Divisions		(3) Pond Evap.		(4) Total		(5) In-House	(6) Lawn	(7) Livestock	(8) Pond Evap.	(9) Total	(10) Average	(11) Total	(12) Average	(13) Duplication	(14) Delayed Impact	(15) % Transit Loss	(16) Augmentation	(17) Open Space	(18) Raw Water Supply	
	(acres-ft)	(acres-ft)	(acres-ft)	(acres-ft)	(acres-ft)	(acres-ft)	(acres-ft)	(acres-ft)															(acres-ft)
November	1.19	0.00	0.00	0.27	1.46	11.05	0.18	0.00	0.18	0.00	0.00	0.27	0.45	3.40	0.45	0.39	2.85	0.02	0.38	0.02	0.40	0.00	0.00
December	1.23	0.00	0.00	0.20	1.44	10.50	0.18	0.00	0.18	0.00	0.20	0.39	0.39	2.85	0.39	0.39	2.85	0.02	0.38	0.02	0.40	0.00	0.00
January	1.23	0.00	0.00	0.23	1.35	10.92	0.17	0.00	0.17	0.00	0.23	0.41	0.41	3.28	0.41	0.41	3.28	0.02	0.44	0.02	0.46	0.00	0.00
February	1.23	0.00	0.00	0.37	1.61	11.72	0.18	0.00	0.18	0.00	0.37	0.56	0.56	4.08	0.56	0.56	4.08	0.03	0.55	0.03	0.58	0.00	0.00
March	1.19	0.00	0.00	0.60	1.87	14.11	0.18	0.00	0.18	0.00	0.60	0.84	0.84	6.56	0.84	0.84	6.56	0.04	0.86	0.04	0.90	0.00	0.00
April	1.23	0.24	0.00	0.81	2.28	16.62	0.18	0.19	0.00	0.81	1.18	1.18	1.18	8.64	1.18	1.18	8.64	0.06	1.16	0.06	1.22	0.00	0.00
May	1.19	0.25	0.00	0.97	2.42	18.23	0.18	0.20	0.00	0.97	1.35	1.35	1.35	10.21	1.35	1.35	10.21	0.07	1.38	0.07	1.44	0.00	0.00
June	1.23	0.24	0.00	1.01	2.48	18.10	0.18	0.19	0.00	1.01	1.39	1.39	1.39	10.11	1.39	1.39	10.11	0.07	1.36	0.07	1.43	0.00	0.00
July	1.23	0.21	0.00	0.91	2.35	17.16	0.18	0.17	0.00	0.91	1.26	1.26	1.26	9.21	1.26	1.26	9.21	0.06	1.24	0.06	1.30	0.00	0.00
August	1.23	0.18	0.00	0.67	2.04	15.41	0.18	0.14	0.00	0.67	0.99	0.99	0.99	7.50	0.99	0.99	7.50	0.05	1.01	0.05	1.06	0.00	0.00
September	1.23	0.09	0.00	0.47	1.79	13.09	0.18	0.07	0.00	0.47	0.73	0.73	0.73	5.32	0.73	0.73	5.32	0.04	0.72	0.04	0.75	0.00	0.00
October	1.23	0.05	0.00	0.67	1.79	13.09	0.18	0.07	0.00	0.67	0.73	0.73	0.73	5.32	0.73	0.73	5.32	0.04	0.72	0.04	0.75	0.00	0.00
Annual	14.51	1.26	0.00	6.71	22.53	13.95	2.18	0.05	2.18	0.05	6.71	9.95	9.95	61.5	9.95	9.95	61.5	0.50	9.95	0.50	10.44	0.00	0.00

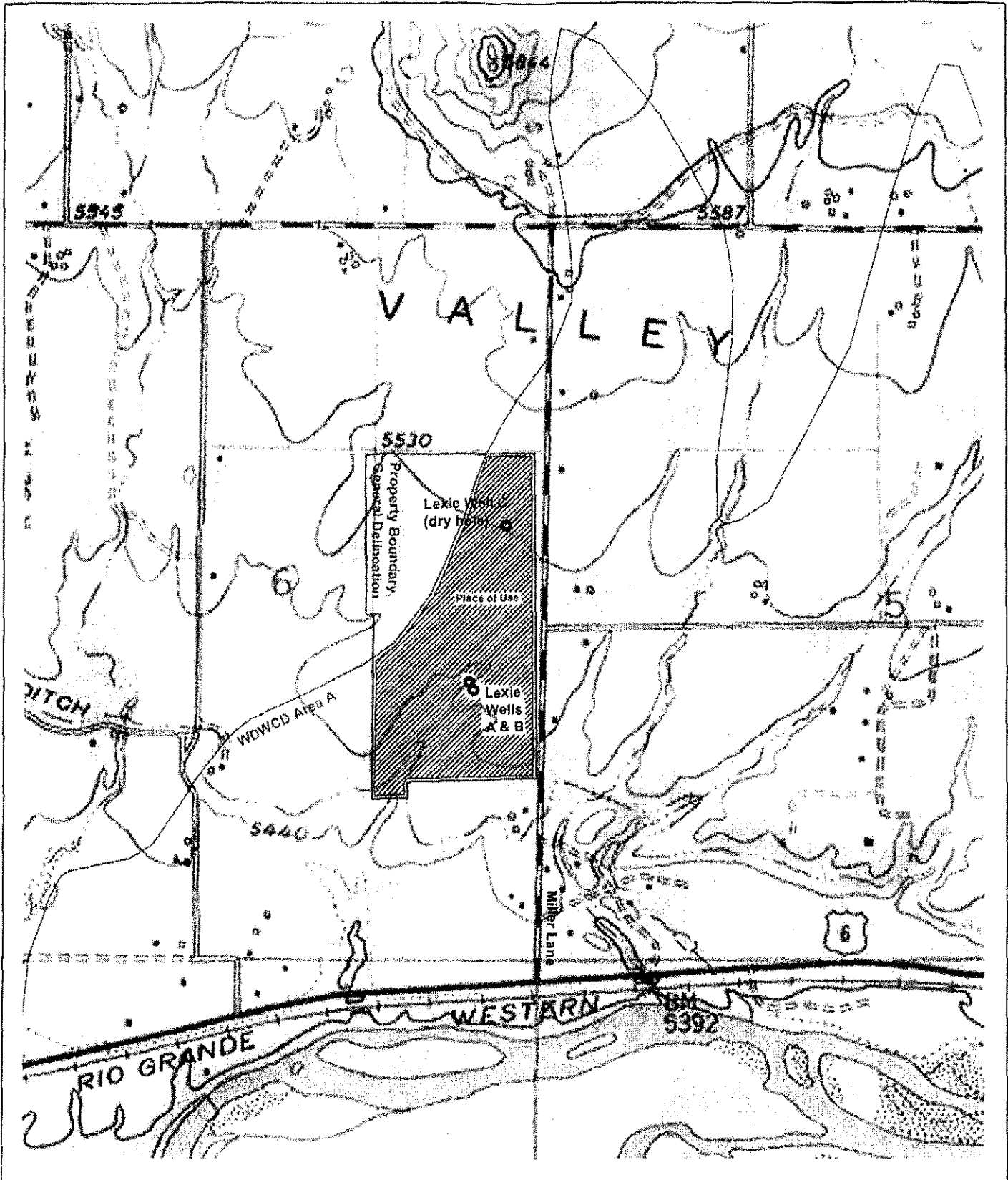
(1) Months in water year order.
 (2) Equals Number of Lots times Daily In-house Usage per Lot times Days in Month divided by 325,851.
 (3) Equals Total Potable Water (Lawn and Garden) Area times Lawn CIR / (Lawn and Garden) Irrigation Application Efficiency.
 (4) Equals Head of Livestock times Daily Usage per Head times Days in Month divided by 325,851.
 (5) Equals Pond Surface Area times Evaporation.
 (6) Equals Total Potable Water (Lawn and Garden) Irrigation Application Efficiency.
 (7) Equals Total Potable Water (Lawn and Garden) Irrigation Application Efficiency.
 (8) Equals Total Potable Water (Lawn and Garden) Irrigation Application Efficiency.
 (9) Equals Total Potable Water (Lawn and Garden) Irrigation Application Efficiency.
 (10) Equals Column (4) times Percent of Livestock Usage Consumed.
 (11) Equals Column (5).
 (12) Equals the sum of Columns (6) thru (11).
 (13) Equals Column (12) times 325,851 divided by minutes in month.
 (14) Equals Column (13).
 (15) Equals Column (13) times 325,851 divided by minutes in month.
 (16) Equals Column (13) times 325,851 divided by minutes in month.
 (17) Equals the sum of Columns (12) & (16).
 (18) Equals Total Irrigated Open Space times Pasture CIR divided by Non-Irrigated Application Efficiency.
 (19) Equals Column (18).

Months	Days in Month		Lawn		Evaporation		Lagging Factors
	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
November	30	0.000	0.000	0.153	4.51		
December	31	0.000	0.000	0.115	3.86		
January	31	0.000	0.000	0.115	3.87		
February	28	0.000	0.000	0.124	4.45		
March	31	0.000	0.000	0.211	5.51		
April	30	0.132	0.041	0.345	8.63		
May	31	0.444	0.248	0.460	11.68		
June	30	0.465	0.418	0.556	13.83		
July	31	0.447	0.515	0.575	13.70		
August	31	0.391	0.448	0.518	12.48		
September	30	0.332	0.248	0.383	10.17		
October	31	0.166	0.043	0.268	7.21		
Annual	305	2.378	1.950	3.833	100.0		

Table 3
Lexie Meadows

Raw Water Quality Analysis (Lexie Well A)

Test No.	Analyte	Category	Classification	Regulation	Units	Detectable Level	Result	Standard	Status
1	Antimony	Metal	Inorganic	Primary	mg/L	0.0004	Below DL	0.0060	Pass
2	Arsenic	Metal	Inorganic	Primary	mg/L	0.0014	Below DL	0.010	Pass
3	Barium	Metal	Inorganic	Primary	mg/L	0.002	0.035	2.0	Pass
4	Beryllium	Metal	Inorganic	Primary	mg/L	0.0003	Below DL	0.0040	Pass
5	Cadmium	Metal	Inorganic	Primary	mg/L	0.001	Below DL	0.0050	Pass
6	Calcium	Metal	Inorganic	None	mg/L	0.4	89	N/A	N/A
7	Chromium	Metal	Inorganic	Primary	mg/L	0.006	Below DL	0.1000	Pass
8	Copper	Metal	Inorganic	Primary	mg/L	0.01	Below DL	1.3000	Pass
9	Iron	Metal	Inorganic	Secondary	mg/L	0.02	3.84	0.30	Fail*****
10	Lead	Metal	Inorganic	Primary	mg/L	0.0001	Below DL	0.0150	Pass
11	Magnesium	Metal	Inorganic	None	mg/L	0.2	80.8	N/A	N/A
12	Manganese	Metal	Inorganic	Secondary	mg/L	0.005	0.07	0.050	Fail*****
13	Mercury	Metal	Inorganic	Primary	mg/L	0.0001	Below DL	0.0020	Pass
14	Nickel	Metal	Inorganic	Informal	mg/L	0.0003	Below DL	0.10	Pass
15	Sodium	Metal	Inorganic	None	mg/L	0.1	92	N/A	N/A
16	Thallium	Metal	Inorganic	Primary	mg/L	0.0003	Below DL	0.0020	Pass
17	Zinc	Metal	Inorganic	Secondary	mg/L	0.01	Below DL	5.0	Pass
18	Chloride	Nonmetal	Inorganic	Secondary	mg/L	2.5	125	250	Pass
19	Cyanide	Nonmetal	Inorganic	Primary	mg/L as CN	0.005	Below DL	0.20	Pass
20	Fluoride	Nonmetal	Inorganic	Primary	mg/L	0.4	0.92	4.0	Pass
21	Selenium	Nonmetal	Inorganic	Primary	mg/L	0.002	0.0064	0.050	Pass
22	Sulfate	Nonmetal	Inorganic	Secondary	mg/L	2.5	146	250	Pass
23	Nitrite	Oxidized Ammonia	Inorganic	Primary	mg/L as N	0.075	Below DL	1.0	Pass
24	Nitrate	Oxidized Ammonia	Inorganic	Primary	mg/L as N	0.02	1.5	10.0 (Category Total)	Pass
25	Alkalinity, Total	Wet Chemistry	Inorganic	None	mg/L as CaCO ₃	5.0	404	N/A	N/A
26	Calcium Carbonate	Wet Chemistry	Inorganic	None	mg/L	0.34	222	N/A	N/A
27	Conductivity	Wet Chemistry	Inorganic	None	µS	1	1440	N/A	N/A
28	Langlier Index	Wet Chemistry	Inorganic	None	Standard Units	N/A	0.32	N/A	N/A
29	pH	Wet Chemistry	Inorganic	Secondary	Standard Units	N/A	7.27	6.5 < pH < 8.5	Pass
30	Temperature, Test	Wet Chemistry	Inorganic	None	° C	1	20	N/A	N/A
31	Total Dissolved Solids	Wet Chemistry	Inorganic	Secondary	mg/L	10	835	500	Fail*****
32	Coliforms, Total	Bacterium	Microorganism	Primary	MPN/100mL	1	30	0	Fail*****
33	Escherichia Coli	Bacterium	Microorganism	Primary	MPN/100mL	1	0	0	Pass
34	Gross Alpha Activity	Particle	Radionuclide	Primary	pCi/L	2.2	15.0	15.0	Pass
35	Gross Beta Activity	Particle	Radionuclide	Primary	pCi/L	2.8	6.4	50.0 (Trigger Level)	Pass
36	Radium 226	Radium	Radionuclide	Primary	pCi/L	0.2	0.8	5.0 (Category Total)	Pass
37	Radium 228	Radium	Radionuclide	Primary	pCi/L	0.7	0.0	5.0 (Category Total)	Pass
38	Radon	Radon	Radionuclide	None	pCi/L	13	300	N/A	N/A
39	Uranium	Uranium	Radionuclide	Primary	mg/L	0.001	0.026	0.030	Pass
40	2,4,5-TP (Silvex)	Synthetic	Organic	Primary	mg/L	0.0001	Below DL	0.050	Pass
41	2,4-D	Synthetic	Organic	Primary	mg/L	0.0002	Below DL	0.070	Pass
42	Alachlor	Synthetic	Organic	Primary	mg/L	0.0002	Below DL	0.0020	Pass
43	Aldicarb	Synthetic	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
44	Aldicarb sulfone	Synthetic	Organic	Primary	mg/L	0.0005	Below DL	0.0020	Pass
45	Aldicarb sulfoxide	Synthetic	Organic	Primary	mg/L	0.0005	Below DL	0.0040	Pass
46	Azinphos	Synthetic	Organic	Primary	mg/L	0.0001	Below DL	0.0030	Pass
47	Benzo(a)pyrene	Synthetic	Organic	Primary	mg/L	0.0002	Below DL	0.00020	Pass
48	Carbaryl	Synthetic	Organic	Primary	mg/L	0.0005	Below DL	0.040	Pass
49	Chlorfenvinphos	Synthetic	Organic	Primary	mg/L	0.0002	Below DL	0.0020	Pass
50	Dalapon	Synthetic	Organic	Primary	mg/L	0.001	Below DL	0.20	Pass
51	Di(2-ethylhexyl)adipate	Synthetic	Organic	Primary	mg/L	0.0006	Below DL	0.40	Pass
52	Di(2-ethylhexyl)phthalate	Synthetic	Organic	Primary	mg/L	0.0006	Below DL	0.0060	Pass
53	Dibromochloropropane	Synthetic	Organic	Primary	mg/L	0.00002	Below DL	0.00020	Pass
54	Dioxin	Synthetic	Organic	Primary	mg/L	0.0002	Below DL	0.0070	Pass
55	Diquat	Synthetic	Organic	Primary	mg/L	0.0004	Below DL	0.020	Pass
56	Endosulf	Synthetic	Organic	Primary	mg/L	0.009	Below DL	0.10	Pass
57	Endrin	Synthetic	Organic	Primary	mg/L	0.00001	Below DL	0.0020	Pass
58	Ethylene dibromide	Synthetic	Organic	Primary	mg/L	0.00001	Below DL	0.000050	Pass
59	Glyphosate	Synthetic	Organic	Primary	mg/L	0.005	Below DL	0.70	Pass
60	Heptachlor	Synthetic	Organic	Primary	mg/L	0.00001	Below DL	0.00040	Pass
61	Heptachlor epoxide	Synthetic	Organic	Primary	mg/L	0.00001	Below DL	0.00020	Pass
62	Hexachlorobenzene	Synthetic	Organic	Primary	mg/L	0.00002	Below DL	0.0010	Pass
63	Hexachlorocyclopentadiene	Synthetic	Organic	Primary	mg/L	0.00005	Below DL	0.050	Pass
64	Lindane	Synthetic	Organic	Primary	mg/L	0.00001	Below DL	0.00020	Pass
65	Methoxychlor	Synthetic	Organic	Primary	mg/L	0.00005	Below DL	0.040	Pass
66	Oxamyl (Vydate)	Synthetic	Organic	Primary	mg/L	0.0005	Below DL	0.20	Pass
67	Pentachlorophenol	Synthetic	Organic	Primary	mg/L	0.00004	Below DL	0.0010	Pass
68	Picloram	Synthetic	Organic	Primary	mg/L	0.0001	Below DL	0.50	Pass
69	Polychlorinated biphenyls	Synthetic	Organic	Primary	mg/L	0.0001	Below DL	0.00050	Pass
70	Simazine	Synthetic	Organic	Primary	mg/L	0.0007	Below DL	0.040	Pass
71	Toxaphene	Synthetic	Organic	Primary	mg/L	0.0005	Below DL	0.0030	Pass
72	1,1,1-Trichloroethane	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0020	Pass
73	1,1,2-Trichloroethane	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
74	1,1-Dichloroethylene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0070	Pass
75	1,2,4-Trichlorobenzene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.070	Pass
76	1,2-Dichloroethane	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
77	1,2-Dichloropropane	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
78	Benzene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
79	Carbon tetrachloride	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
80	cis-1,2 Dichloroethylene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.070	Pass
81	Dichloromethane (Methylene Chloride)	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
82	Ethylbenzene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.70	Pass
83	Monochlorobenzene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.10	Pass
84	o-Dichlorobenzene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.60	Pass
85	Para-Dichlorobenzene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0750	Pass
86	Styrene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.10	Pass
87	Tetrachloroethylene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
88	Toluene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	1.0	Pass
89	Trans-1,2 Dichloroethylene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.70	Pass
90	Trichloroethylene	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0050	Pass
91	Vinyl chloride	Volatile	Organic	Primary	mg/L	0.0005	Below DL	0.0020	Pass
92	Xylenes, Total	Volatile	Organic	Primary	mg/L	0.0005	Below DL	10.0	Pass
93	Bromodichloromethane	Trihalomethane	Disinfection Byproduct	Primary	mg/L	0.0005	Below DL	0.080 (Category Total)	Pass
94	Bromoform	Trihalomethane	Disinfection Byproduct	Primary	mg/L	0.0005	Below DL	0.080 (Category Total)	Pass
95	Chloroform	Trihalomethane	Disinfection Byproduct	Primary	mg/L	0.0005	Below DL	0.080 (Category Total)	Pass
96	Dibromochloromethane	Trihalomethane	Disinfection Byproduct	Primary	mg/L	0.0005	Below DL	0.080 (Category Total)	Pass



PROJECT LOCATION MAP

Richard Murr / Jim Cagle

FIGURE NO.

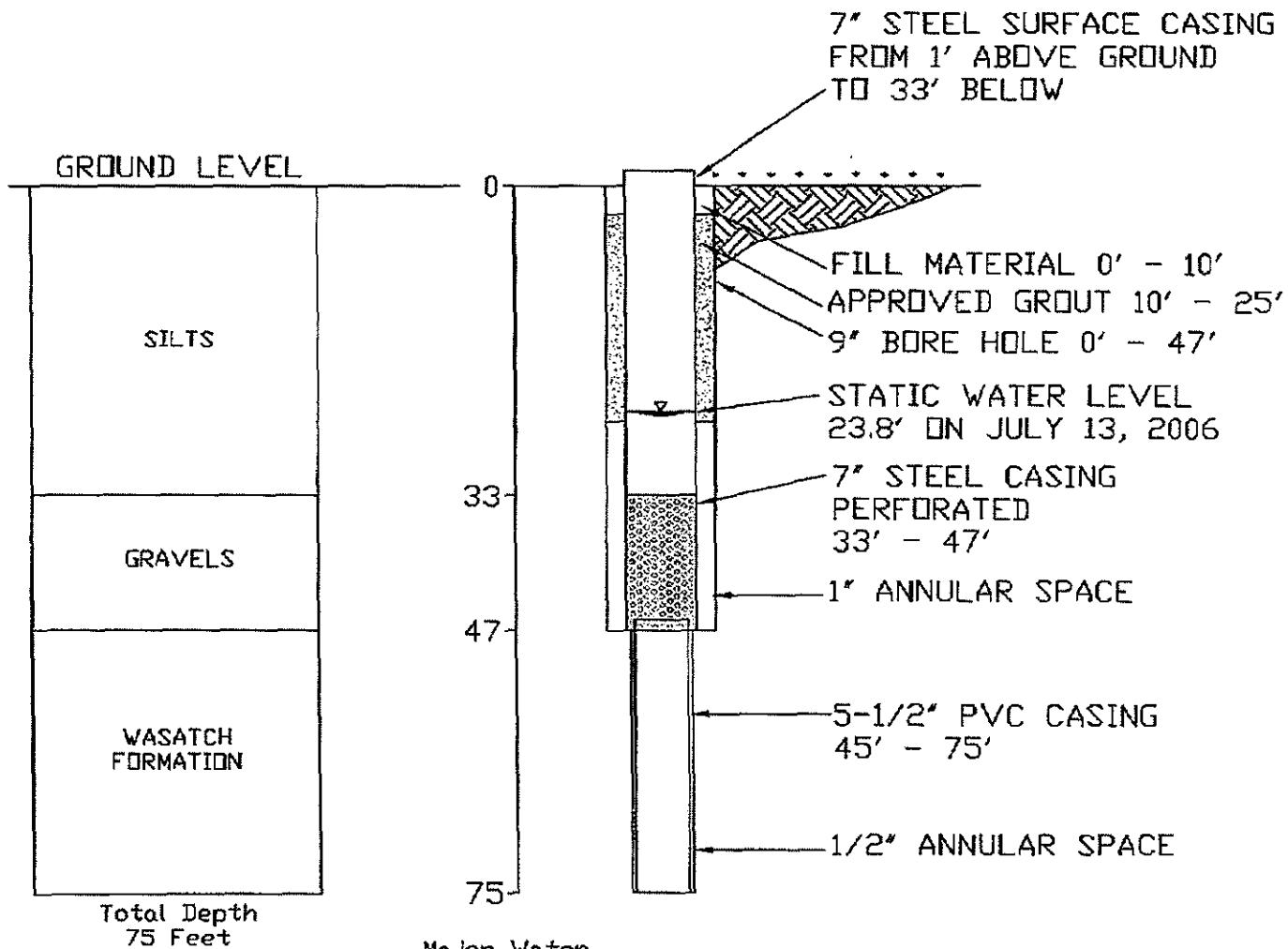
1

SCALE: 1" = 1000'	DATE: January, 2007	SHEET: 1 OF 1
DRAWN BY: SCR	CHKD BY: TJK	APPD BY: TAZ
DRAWING: Locations.dwg		



ZANCANELLA AND ASSOCIATES, INC.
ENGINEERING CONSULTANTS
POST OFFICE BOX 1908 - 1011 GRAND AVENUE
GLENWOOD SPRINGS, COLORADO 81602 (970) 945-6700

PROJECT: 26406



Major Water Bearing Strata:
 1) ~33' to ~47'

NOTES:

WELL DETAIL DRAWING
 Lexie Well A

Jim Cagle

FIGURE NO.

2

SCALE: NTS	DATE: 19 SEP 2006	SHEET: 1 OF 1
DRAWN BY: SCR	CHKD BY: SCR	APPD BY: TAZ
DRAWING: WellDetail.dwg		

ZANCANELLA AND ASSOCIATES, INC.
 ENGINEERING CONSULTANTS
 POST OFFICE BOX 1908 - 1011 GRAND AVENUE
 GLENWOOD SPRINGS, COLORADO 81602 (970) 945-3700

PROJECT: 26406

Figure 3
Lexie Meadows

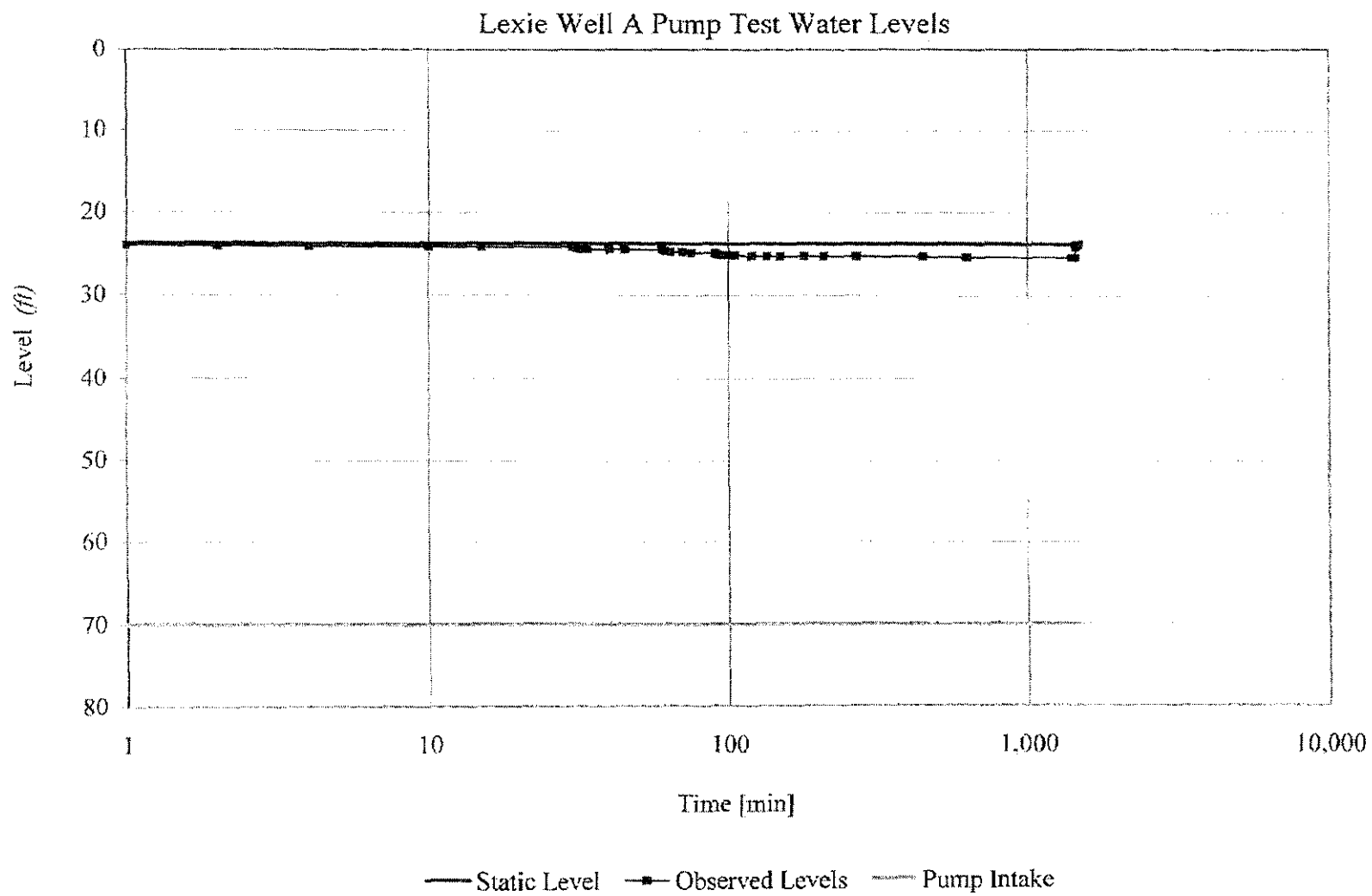
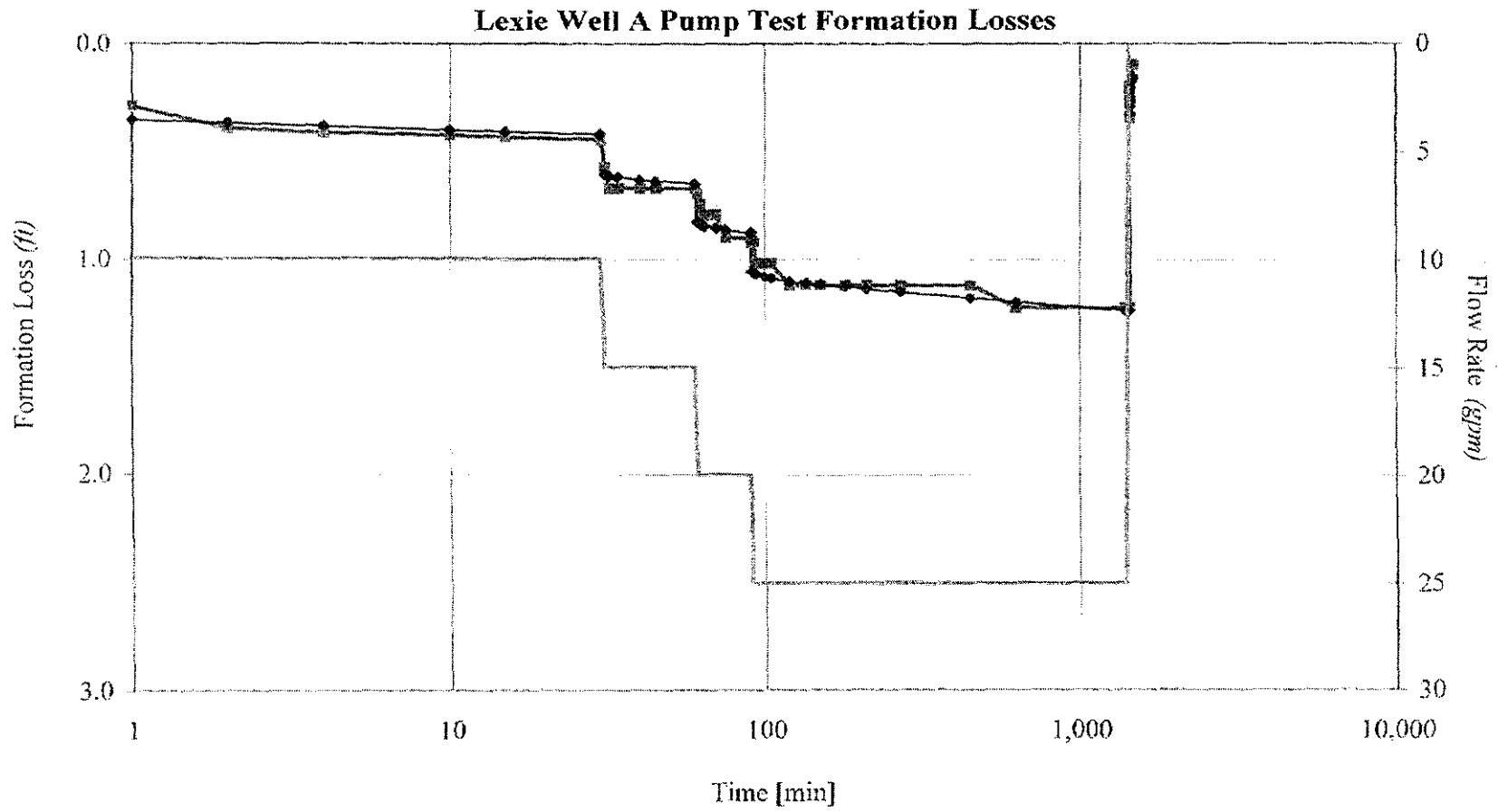


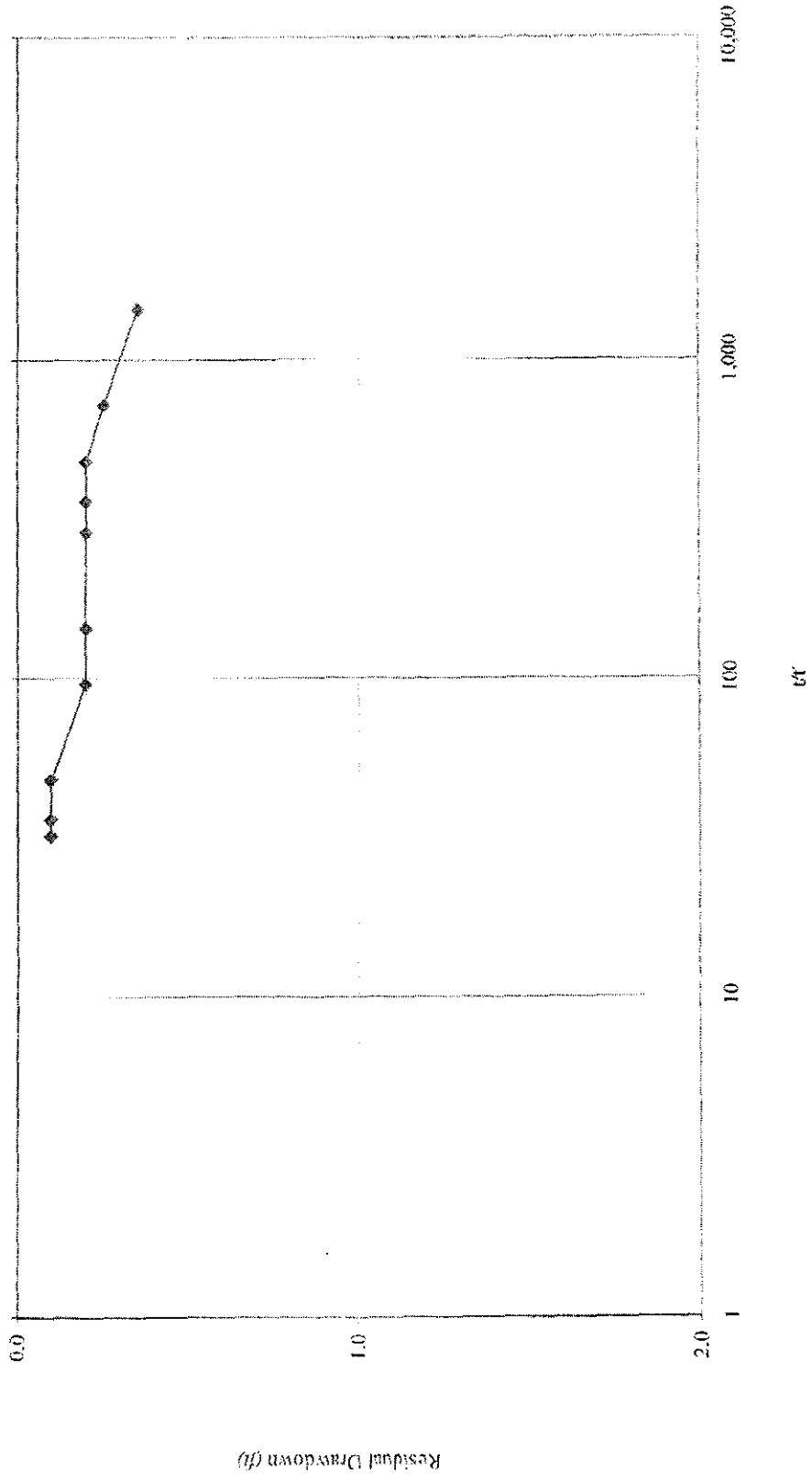
Figure 4
Lexie Meadows



—●— Observed Losses —■— Modeled Losses — Flow Rate [gpm]

Figure 5
Lexie Meadows

Lexie Well A Pump Test Recovery



Form No.
GWS-25

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

LIC

WELL PERMIT NUMBER 268585
DIV. 5 WD 39 DES. BASIN MD

APPLICANT

RICHARD J MURR
C/O ZANCANELLA & ASSOCIATES
PO BOX 1908
GLENWOOD SPRINGS, CO 81602-

(970) 845-5700

APPROVED WELL LOCATION

GARFIELD COUNTY
NE 1/4 SE 1/4 Section 6
Township 6 S Range 92 W Sixth P.M.

DISTANCES FROM SECTION LINES

1980 Ft. from South Section Line
660 Ft. from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: Northing:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(i) for uses as described in CRS 37-92-602(1)(f). Use of this well is limited to monitoring water levels and/or water quality sampling. This well is known as Lexie Well A.
- 4) This well must be equipped with a locking cap or seal to prevent well contamination or possible hazards as an open well. The well must be kept capped and locked at all times except during sampling or measuring.
- 5) Records of water level measurements and water quality analyses shall be maintained by the well owner and submitted to the Division of Water Resources upon request.
- 6) Upon conclusion of the monitoring program the well owner shall plug this well in accordance with Rule 16 of the Water Well Construction Rules. A Well Abandonment Report must be completed and submitted to the Division of Water Resources within 60 days of plugging.
- 7) The owner shall mark the well in a conspicuous place with the well permit number(s) and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 8) This well must be constructed by or under the supervision of a licensed well driller or other authorized individual according to the Water Well Construction Rules. If non-standard construction is anticipated, a variance request must be submitted in accordance with Rule 18 and approved prior to well construction.
- 9) A Well Construction and Test Report (Form GWS-31), including lithologic log must be submitted by the individual authorized to construct the well. For non-standard construction, the report must include an as-built drawing showing details such as depth, casing, perforated zones, and a description of the grouting type and interval.
- 10) This well shall be constructed not more than 200 feet from the location specified on this permit.

NOTE: Parcel Identification Number (PIN): 23-2179-064-00-425

NOTE: Assessor Tax Schedule Number: R210737 (totaling 109.26 acres)

Jmz
04/25/2006

APPROVED
DMW

Neil A. Simpson
State Engineer

Dygt M. Whitehead
By

Receipt No. 9502601A

DATE ISSUED 04-25-2006

EXPIRATION DATE 04-25-2008

WELL CONSTRUCTION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER		FOR OFFICE USE ONLY				
1.	WELL PERMIT NUMBER 268585	APPROVAL # GWS31-91-03				
2.	Owner Name(s): Richard Murr % Zancanella & Associates Mailing Address: P.O. Box 1908 City, State, Zip : Glenwood Springs, Co. 81602 Phone # :					
3.	WELL LOCATION AS DRILLED NE 1/4 SE 1/4 Sec: 6 Twp: 6 S Range: 92 W DISTANCES FROM SEC. LINES 1980 ft. from South Sec. line and 660 ft. from East Sec. line OR Easting: Northing: SUBDIVISION: LOT: BLOCK: PILING (UNIT): STREET ADDRESS AT LOCATION					
4.	GROUND SURFACE ELEVATION ft. DRILLING METHOD Air Rotary DATE COMPLETED: 6/16/2006 TOTAL DEPTH: 75 DEPTH COMPLETION: 75					
5.	GEOLOGIC LOG	6. HOLE DIAMETER (in)		FROM (ft)	TO (ft)	
Depth	Type of Material (Size, Color, and Type)	9.0		0	47	
000-033	Dirt, Silts	6.5		47	75	
033-047	Gravels					
047-075	Wasatch Formation					
		7. PLAIN CASING				
		OD (in)	Kind	Wall Size	From (ft)	To (ft)
		7.0	Steel	0.240	-1	33
		5.5	PVC	0.250	45	75
		PERF. CASING : Screen Slot Size				
		7.0	Steel	0.240	33	47
Water Located: 33 - 47 Remarks :		8. Filter Pack Material : Size : Interval :		9. Packer Placement Type : Depth :		
		10. GROUTING RECORD				
		Material	Amount	Density	Interval	Placement
		Cement	5 sks	6 gal/sk	10-25	poured
11. DISINFECTION : Type : HTH		Amt. Used : 2 oz.				
12. WELL TEST DATA : () Check Box If Test Data Is Submitted On Supplemental						
TESTING METHOD : Air Compressor						
Static Level : 25 ft.		Date/Time Measured 6/16/2006		Production Rate 15+ gpm		
Pumping Level : Total ft.		Date/Time Measured 6/16/2006		Test Length : 2 hours		
Test Remarks :						
13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. (Pursuant to Section 24-4-1-4 (13)(a) CRS, the making of false statements constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.) CONTRACTOR : Shelton Drilling Corp. Phone : (970) 927-4182 Mailing Address : P.O. Box 1059 Basalt, Co. 81621 Lic. No. 1095						
Name / Title (Please Type or Print)		Signature		Date		
Wayne Shelton / President				6/16/2006		

Form No.
GWS-25

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

LIC

WELL PERMIT NUMBER 268586
DIV. 5 WD 39 DES. BASIN MD

APPLICANT

RICHARD J MURR
C/O ZANCANELLA & ASSOCIATES
PO BOX 1908
GLENWOOD SPRINGS, CO 81602-

(870) 945-5700

APPROVED WELL LOCATION
GARFIELD COUNTY
SE 1/4 NE 1/4 Section 6
Township 6 S Range 92 W Sixth P.M.

DISTANCES FROM SECTION LINES
3360 Ft. from South Section Line
295 Ft. from East Section Line

UTM COORDINATES (Meters Zone:13,NAD83)
Easting: Northing:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(I) for uses as described in CRS 37-92-602(1)(f). Use of this well is limited to monitoring water levels and/or water quality sampling. This well is known as Lexie Well C.
- 4) This well must be equipped with a locking cap or seal to prevent well contamination or possible hazards as an open well. The well must be kept capped and locked at all times except during sampling or measuring.
- 5) Records of water level measurements and water quality analyses shall be maintained by the well owner and submitted to the Division of Water Resources upon request.
- 6) Upon conclusion of the monitoring program the well owner shall plug this well in accordance with Rule 16 of the Water Well Construction Rules. A Well Abandonment Report must be completed and submitted to the Division of Water Resources within 60 days of plugging.
- 7) The owner shall mark the well in a conspicuous place with the well permit number(s) and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 8) This well must be constructed by or under the supervision of a licensed well driller or other authorized individual according to the Water Well Construction Rules. If non-standard construction is anticipated, a variance request must be submitted in accordance with Rule 18 and approved prior to well construction.
- 9) A Well Construction and Test Report (Form GWS-31), including lithologic log must be submitted by the individual authorized to construct the well. For non-standard construction, the report must include an as-built drawing showing details such as depth, casing, perforated zones, and a description of the grouting type and interval.
- 10) This well shall be constructed not more than 200 feet from the location specified on this permit.

- NOTE: Section 6 is an irregular "Tall & Narrow" section.
 NOTE: Expired permit no. 159364 was previously issued for this lot.
 NOTE: Parcel Identification Number (PIN): 23-2179-064-00-425
 NOTE: Assessor Tax Schedule Number: R210737 (totaling 109.26 acres)

DMR
04/25/2006

APPROVED
DMW

Hel U. Simpson

State Engineer

John M. Whithead

By

Receipt No. 9602501B

DATE ISSUED 04-25-2006

EXPIRATION DATE 04-25-2008

Lexie Meadow Estates
INDIVIDUAL SEWAGE DISPOSAL SYSTEM

Information and data used for this evaluation includes the Preliminary Plan, Preliminary Geotechnical Study prepared by CTL-Thompson Inc. and field percolation tests performed by All Service Septic. The thirty seven proposed home sites will be placed on the relatively gentle sloping alfalfa fields.

The Geotechnical Study indicates that the soil conditions of the property generally consist of clayey san topsoil underlain by silty to sandy clay with lenses of silty to clayey sand to the maximum explored depth of 34 feet. Silty gravel and cobbles were found in two test holes at 27 and 28 feet. Ground water was encountered in four of the test holes at depths of 12-28 feet.

Percolation tests were conducted within the proposed building envelopes. The excavation of percolation test holes revealed soil conditions similar to those presented in the geotechnical study. Percolation test results ranged between 27 and 160 minutes/inch. The test hole location map and data is included in the percolation testing report.

Based on the available information and test results, site conditions are favorable for the installation of engineered ISDS's within the proposed development. See the attached "ISDS Design and Performance Standards" for additional system design and maintenance requirements.

LEXIE MEADOW ESTATES

ISDS DESIGN AND PERFORMANCE STANDARDS

Each ISDS installed within the Subdivision shall comply with the following requirements:

- A. each system shall be designed by a professional engineer registered in the State of Colorado pursuant to Colo. Rev. Stat. §12-25-111 (1999);
- B. each system design shall adequately address the soil percolation conditions present at the Lot site, which percolation rates shall be verified through appropriate on-site testing;
- C. each system shall be designed to adequately service the number of bedrooms within the residence, but no less than three (3) bedrooms;
- D. the tops of all tanks or risers extending therefrom shall be surface accessible to facilitate system testing and maintenance; and,
- E. Trench segments with at least (6) feet of separation shall be used whenever practically feasible. Monitoring pipes shall be installed at the far end of each trench segment to allow inspection of field conditions. If a bed must be utilized, a single zone shall be acceptable. If mounding is required to establish (4) feet of suitable soil, a single pressure dosed zone shall be acceptable. If a bed or mound is used, minimum of (2) monitoring pipes shall be installed at ends of the bed or mound.

Following ISDS installation, each Owner shall provide the Association with as-built drawings depicting, in relation to the other improvements on the Lot, the location and dimensions of the ISDS facilities including the absorption held and monitoring pipes, all applicable design, operation and maintenance specifications of the system's manufacturer and written certification from the design engineer that the ISDS was installed in conformance with the requirements above stated and all applicable design specifications of the manufacturer.

In the event the Association fails to properly implement and enforce the design and performance standards set forth in this paragraph, the Board of County Commissioners for Garfield County, Colorado and its duly authorized representatives and agents, shall have all the right to enter upon the property and implement and enforce such standards at the expense of the Association or exercise any other right or power afforded under this Restatement including, but not limited to, the initiation of appropriate proceedings in the District Court for Garfield County, Colorado, to compel enforcement of the same.

The provisions of this paragraph shall not be amended or repealed by the Homeowners Association or Lot Owners without the written consent of the Board of County Commissioners for Garfield County, Colorado.

ISDS MANAGEMENT PLAN

- A. In order to ensure that each ISDS installed within the Subdivision is inspected on a regular basis and properly maintained, the responsibility and authority for such inspection and maintenance shall be vested exclusively within the Association. This management plan is not intended to provide for common ownership of the ISDS(s) or to provide common funding for the construction, repair or replacement thereof, such ownership and responsibility for construction, repair and maintenance to remain with the Owner.
1. In accordance with the above, the Association shall:
 - a. retain at all times, the services of qualified personnel to inspect the ISDS(s) and to perform all maintenance and repairs necessary to ensure that same are installed properly, remain in good operating condition and comply with the performance requirements set forth within the ISDS DESIGN AND PERFORMANCE STANDARDS.
 - b. Inspect the operating components of each ISDS within (30) days of being placed into operation; thereafter, each ISDS shall be inspected; the BOD and TSS content of the effluent being discharged by each ISDS tested every two years; and
 - c. maintain at all times written or other permanent records documenting the date each ISDS was inspected or tested, the results of such inspections or tests and the extent of all maintenance and/or repairs performed. All documents maintained by the Association pursuant to this provision shall at all times be available for inspection by Lot Owners and/or authorized representatives Garfield County Department of Building and Planning.
 2. The following provisions shall apply in the event the estimated maintenance or repair costs required of any ISDS exceed in total during any one calendar year, \$1000.00:
 3. the Association shall give the Lot Owner written notice of the nature and extent of the work necessary, to return the ISDS to good operating condition and/or bring the ISDS System within the performance requirements set forth within the ISDS DESIGN AND PERFORMANCE STANDARDS; and
 - a. within (30) days of receipt of such notice, Owner shall at his or her own expense cause to be completed, the repairs set forth within the notice. In the event Owner fails to complete such repairs within this the period to the satisfaction of the Association, the Association shall have the authority, in addition to any other remedy provided within this Restatement, to take any of the following actions:
 - i. to impose against Owner, a fine not to exceed \$200.00 for each day in which the ISDS System remains unrepaired;

- ii. to complete on behalf of the Owner the required repairs to the ISDS. All costs included by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All un-reimbursed costs shall be a lien upon the Lot until reimbursement is made which may be enforced in accordance with the provisions of this Restatement; and/or
- 4. In the event the Association fails to properly implement and enforce the provisions of this management plan set forth in this Article, the Board of County Commissioners for Garfield County, Colorado and its duly authorized representatives and agents, shall have all the right to enter the Subdivision and implement and enforce such provisions at the expense of the Association or exercise any other right or power afforded under this Restatement including, but not limited to, the initiation of appropriate proceedings in the District Court for Garfield County, Colorado, to compel enforcement of the provisions of this management plan.
- B. The provisions of this ISDS MANAGEMENT PLAN shall not be amended or repealed by the Homeowners, Association or Lot Owners without the written consent of the Board of County Commissioners for Garfield County, Colorado.



PO Box 2844
 Glenwood Springs, CO 81602
 Ph 970-618-5033
 Fax 303-216-2796

September 22, 2006

Project No. 1240

J & L Development, LLC
 Attn: Jim Cagle
 P.O. Box 2300
 Grand Junction, Colorado 81502

Preliminary Percolation Testing
 Lexie Meadows Estates Subdivision
 Garfield County, Colorado

Mr. Cagle,

As requested, ALL SERVICE septic, LLC, has performed preliminary percolation testing for the Lexie Meadows Estates Subdivision in Garfield County, Colorado. The purpose of the testing was to determine soil suitability for future Onsite Wastewater System (OWS) drain fields per Garfield County Health Department (GCHD) Individual Sewage Disposal System (ISDS) regulations

EXISTING CONDITIONS

The subject property is located in a rural area where Onsite Wastewater Systems (OWS) and wells are necessary. The property is currently used as a hay field and vegetation consists of a heavy cover of native grasses and weeds. A well is located in the southern half of the property, as indicated on Figure 1. The general slope at the area of the percolation holes is relatively flat, ranging from 1% to 5% to the south and southwest.

SUBSURFACE

The subsurface was investigated by drilling two percolation holes each in staked areas covering the lot, at the locations indicated on Figure 1. A total of 24 percolation holes were drilled. Typical materials encountered in the percolation holes consisted of 3-inches of sandy clay topsoil, underlain by stiff to very stiff, slightly sandy, silty, clay to 3.5 feet. Groundwater or bedrock was not encountered. Percolation rates ranged from 27 minutes per inch (MPI) to 160 MPI, **with an average rate of 59 MPI for the entire subject property.**

OVERVIEW

The percolation rates ranged from 27 MPI to 160 MPI. The southern area indicated the highest overall average, and the central and northern areas averaged within the Garfield County and State of Colorado limits of less than 60 MPI.

<i>Northern average</i> – 80, 43, and 47 MPI.	An average of 57 MPI.
<i>Central average</i> – 47, 67, 34, 60, and 36 MPI.	An average of 49 MPI.
<i>Southern average</i> – 43, 67, 67, and 120 MPI.	An average of 75 MPI.

CONCLUSION

The results of our investigation indicate the soils at Lexie Meadows Estates are suitable for conventional and drip irrigation OWS based on percolation test results. The percolation rates obtained during testing are for general information only and should not be used for OWS calculations for individual lots. Each individual lot may require a separate percolation test with a profile hole for OWS design purposes.

LIMITS:

Results are based on field investigations and data provided by the client. If soil conditions encountered are different from conditions described in report, ALL SERVICE septic, LLC should be notified.

Please call with questions.

ALL SERVICE septic, LLC



Timothy R. Petz

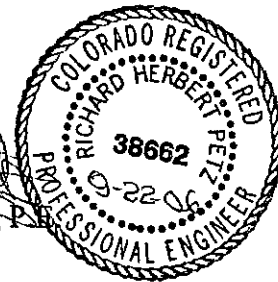
1 Copy sent

4 copies sent to Boundaries Unlimited Inc., Attn: Derik Walter

Reviewed By:



Richard H. Petz, P.E.



SITE PLAN AND LOCATION OF PERCOLATION HOLES

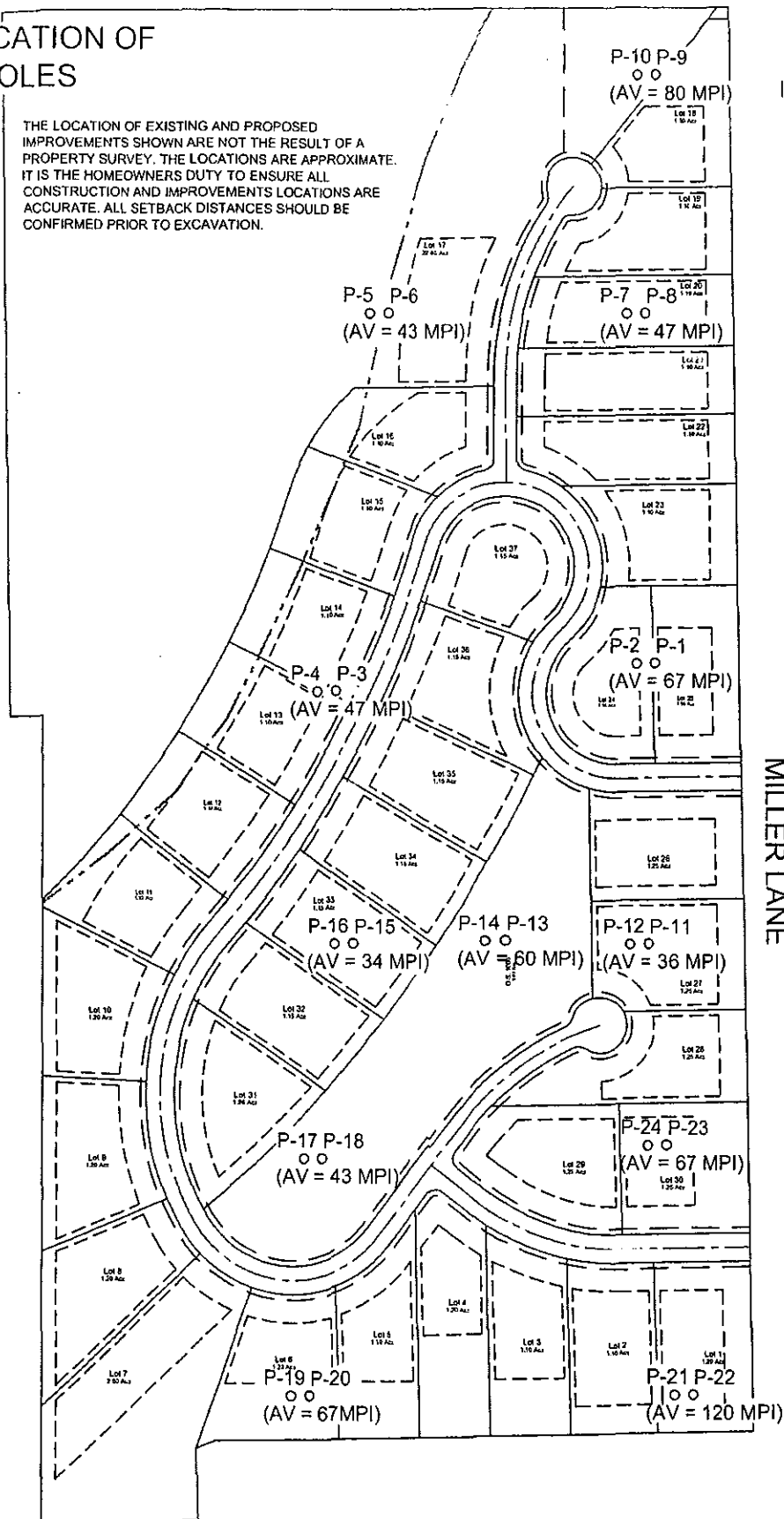
SCALE
1" = 300'
NORTH

THE LOCATION OF EXISTING AND PROPOSED IMPROVEMENTS SHOWN ARE NOT THE RESULT OF A PROPERTY SURVEY. THE LOCATIONS ARE APPROXIMATE. IT IS THE HOMEOWNERS DUTY TO ENSURE ALL CONSTRUCTION AND IMPROVEMENTS LOCATIONS ARE ACCURATE. ALL SETBACK DISTANCES SHOULD BE CONFIRMED PRIOR TO EXCAVATION.

NORTHERN AREA
PERCOLATION HOLES
P-5 THROUGH P-8 AND
P-9 AND P-10

CENTRAL AREA
PERCOLATION HOLES
P-1 THROUGH P-4 AND
P-11 THROUGH P-16

SOUTHERN AREA
PERCOLATION HOLES
P-17 THROUGH P-24

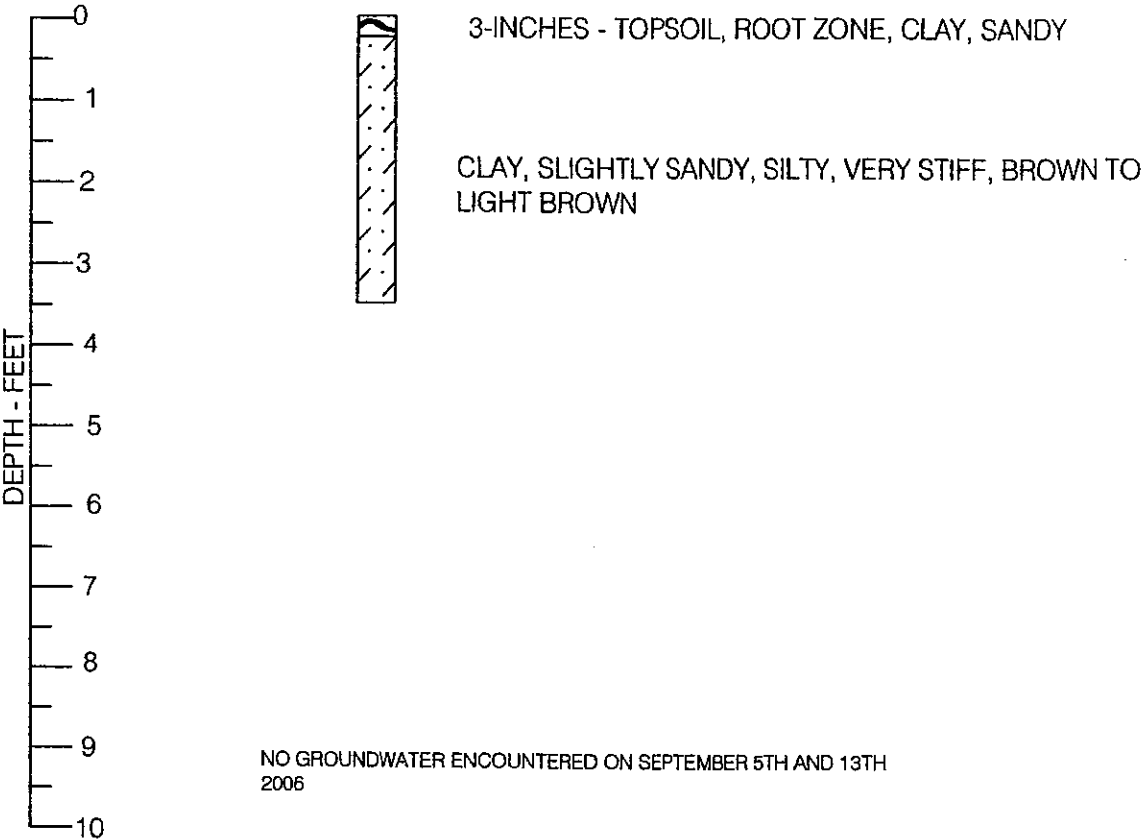


MILLER LANE

LEXIE MEADOW ESTATES GARFIELD COUNTY, COLORADO	ALL SERVICE SEPTIC, LLC 970-618-5033	PRO. NO. 1240 FIGURE I
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PERCOLATION HOLE INFORMATION
ALL SERVICE septic, LLC
970-618-5033

PROFILE OF TYPICAL PERCOLATION HOLE



GARFIELD COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
Percolation Test and Soils Data Form - TABLE 1 - PROJECT 1240

GENERAL SOIL CONDITIONS

Date of Test: 09/05/06 & 9/13/06

0 - 3" Topsoil, clay, sandy, moist, dark brown

3" - 3.5' Clay, silty, slightly sandy, stiff to very stiff, moist, brown, light brown

No Groundwater or Bedrock was Encountered

Hole No.	Hole Depth (in.)	Interval (min.)	Measurement at Start of Interval (in.)	Measurement at End of Interval (in.)	Change (in.)	Percolation Rate (min./in.) MPI
1	28	20	12.25	13.50	1.25	80
		20	13.50	14.63	1.13	
		20	14.63	15.38	0.75	
		20	15.38	15.88	0.50	
		20	15.88	16.38	0.50	
		20	16.38	16.63	0.25	
2	36	20	14.25	16.00	1.75	53
		20	16.00	17.00	1.00	
		20	17.00	17.75	0.75	
		20	17.75	18.13	0.38	
		20	18.13	18.63	0.50	
		20	18.63	19.00	0.38	
3	32	20	14.38	16.63	2.25	40
		20	16.63	18.13	1.50	
		20	18.13	19.25	1.13	
		20	19.25	20.00	0.75	
		20	20.00	20.50	0.50	
		20	20.50	21.00	0.50	
4	34	20	10.50	12.63	2.13	53
		20	12.63	14.13	1.50	
		20	14.13	15.25	1.13	
		20	15.25	15.88	0.63	
		20	15.88	16.38	0.50	
		20	16.38	16.75	0.38	

GARFIELD COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
Percolation Test and Soils Data Form - TABLE 1 CONT. - PROJECT 1240

GENERAL SOIL CONDITIONS

Date of Test: 09/05/06 & 9/13/06

0 - 3" Topsoil, clay, sandy, moist, dark brown

3" - 3.5' Clay, silty, slightly sandy, stiff to very stiff, moist, brown, light brown

No Groundwater or Bedrock was Encountered

Hole No.	Hole Depth (in.)	Interval (min.)	Measurement at Start of Interval (in.)	Measurement at End of Interval (in.)	Change (in.)	Percolation Rate (min./in.) MPI
5	33	20	13.38	15.63	2.25	53
		20	15.63	17.25	1.63	
		20	17.25	18.38	1.13	
		20	18.38	19.13	0.75	
		20	19.13	19.50	0.38	
		20	19.50	20.00	0.50	
6	33	20	14.75	19.25	4.50	32
		20	19.25	21.88	2.63	
		20	21.88	24.50	2.63	
		20	24.50	26.25	1.75	
		20	26.25	27.25	1.00	
		20	27.25	27.88	0.63	
7	29	20	11.50	13.38	1.88	53
		20	13.38	14.25	0.88	
		20	14.25	14.75	0.50	
		20	14.75	15.25	0.50	
		20	15.25	15.63	0.38	
		20	15.63	16.00	0.38	
8	32	20	10.50	14.00	3.50	40
		20	14.00	16.13	2.13	
		20	16.13	17.38	1.25	
		20	17.38	18.13	0.75	
		20	18.13	18.88	0.75	
		20	18.88	19.38	0.50	

GARFIELD COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
Percolation Test and Soils Data Form - TABLE 1 CONT. - PROJECT 1240

GENERAL SOIL CONDITIONS

Date of Test: 09/05/06 & 9/13/06

0 - 3" Topsoil, clay, sandy, moist, dark brown

3" - 3.5' Clay, silty, slightly sandy, stiff to very stiff, moist, brown, light brown

No Groundwater or Bedrock was Encountered

Hole No.	Hole Depth (in.)	Interval (min.)	Measurement at Start of Interval (in.)	Measurement at End of Interval (in.)	Change (in.)	Percolation Rate (min./in.) MPI
9	34	20	12.38	13.25	0.88	80
		20	13.25	13.75	0.50	
		20	13.75	14.13	0.38	
		20	14.13	14.38	0.25	
		20	14.38	14.63	0.25	
		20	14.63	14.88	0.25	
10	28	20	11.38	13.13	1.75	80
		20	13.13	14.13	1.00	
		20	14.13	14.75	0.63	
		20	14.75	15.13	0.38	
		20	15.13	15.50	0.38	
		20	15.50	15.75	0.25	
11	35	20	6.25	11.00	4.75	32
		20	11.00	13.75	2.75	
		20	13.75	15.25	1.50	
		20	15.25	16.25	1.00	
		20	16.25	17.00	0.75	
		20	17.00	17.63	0.63	
12	24	20	5.50	9.38	3.88	40
		20	9.38	11.63	2.25	
		20	11.63	13.25	1.63	
		20	13.25	14.13	0.88	
		20	14.13	14.63	0.50	
		20	14.63	15.13	0.50	

GARFIELD COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
Percolation Test and Soils Data Form - TABLE 1 CONT. - PROJECT 1240

GENERAL SOIL CONDITIONS

Date of Test: 09/05/06 & 9/13/06

0 - 3" Topsoil, clay, sandy, moist, dark brown

3" - 3.5' Clay, silty, slightly sandy, stiff to very stiff, moist, brown, light brown

No Groundwater or Bedrock was Encountered

Hole No.	Hole Depth (in.)	Interval (min.)	Measurement at Start of Interval (in.)	Measurement at End of Interval (in.)	Change (in.)	Percolation Rate (min./in.) MPI
13	30	20	4.63	7.63	3.00	40
		20	7.63	9.50	1.88	
		20	9.50	10.75	1.25	
		20	10.75	11.50	0.75	
		20	11.50	12.25	0.75	
		20	12.25	12.75	0.50	
14	24	20	5.50	7.00	1.50	80
		20	7.00	8.00	1.00	
		20	8.00	8.63	0.63	
		20	8.63	9.00	0.38	
		20	9.00	9.38	0.38	
		20	9.38	9.63	0.25	
15	36	20	6.25	8.75	2.50	40
		20	8.75	10.25	1.50	
		20	10.25	11.13	0.88	
		20	11.13	11.63	0.50	
		20	11.63	12.13	0.50	
		20	12.13	12.63	0.50	
16	29	20	6.50	11.75	5.25	27
		20	11.75	13.63	1.88	
		20	8.75	11.00	2.25	
		20	11.00	12.50	1.50	
		20	12.50	13.63	1.13	
		20	13.63	14.38	0.75	

GARFIELD COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
Percolation Test and Soils Data Form - TABLE 1 CONT. - PROJECT 1240

GENERAL SOIL CONDITIONS

Date of Test: 09/05/06 & 9/13/06

0 - 3" Topsoil, clay, sandy, moist, dark brown

3" - 3.5' Clay, silty, slightly sandy, stiff to very stiff, moist, brown, light brown

No Groundwater or Bedrock was Encountered

Hole No.	Hole Depth (in.)	Interval (min.)	Measurement at Start of Interval (in.)	Measurement at End of Interval (in.)	Change (in.)	Percolation Rate (min./in.) MPI
17	32	20	6.13	9.88	3.75	32
		20	9.88	12.00	2.13	
		20	12.00	13.38	1.38	
		20	13.38	14.13	0.75	
		20	14.13	14.88	0.75	
		20	14.88	15.50	0.63	
18	30	20	8.25	9.88	1.63	53
		20	9.88	10.88	1.00	
		20	10.88	11.63	0.75	
		20	11.63	12.13	0.50	
		20	12.13	12.63	0.50	
		20	12.63	13.00	0.38	
19	34	20	5.75	8.00	2.25	53
		20	8.00	9.38	1.38	
		20	9.38	10.13	0.75	
		20	10.13	10.63	0.50	
		20	10.63	11.00	0.38	
		20	11.00	11.50	0.50	
20	25	20	4.75	6.00	1.25	80
		20	6.00	6.75	0.75	
		20	6.75	7.25	0.50	
		20	7.25	7.63	0.38	
		20	7.63	8.00	0.38	
		20	8.00	8.25	0.25	

GARFIELD COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
Percolation Test and Soils Data Form - TABLE 1 CONT. - PROJECT 1240

GENERAL SOIL CONDITIONS

Date of Test: 09/05/06 & 9/13/06

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3" - 3.5' Clay, silty, slightly sandy, stiff to very stiff, moist, brown, light brown

No Groundwater or Bedrock was Encountered

Hole No.	Hole Depth (in.)	Interval (min.)	Measurement at Start of Interval (in.)	Measurement at End of Interval (in.)	Change (in.)	Percolation Rate (min./in.) MPI
21	33	20	4.25	5.13	0.88	160
		20	5.13	5.63	0.50	
		20	5.63	5.88	0.25	
		20	5.88	6.25	0.38	
		20	6.25	6.38	0.13	
		20	6.38	6.50	0.13	
22	21	20	5.25	6.63	1.38	80
		20	6.63	7.50	0.88	
		20	7.50	8.13	0.63	
		20	8.13	8.63	0.50	
		20	8.63	8.88	0.25	
		20	8.88	9.13	0.25	
23	23	20	4.00	6.75	2.75	80
		20	6.75	8.50	1.75	
		20	8.50	9.38	0.88	
		20	9.38	9.88	0.50	
		20	9.88	10.13	0.25	
		20	10.13	10.38	0.25	
24	32	20	4.38	7.38	3.00	53
		20	7.38	9.25	1.88	
		20	9.25	10.38	1.13	
		20	10.38	11.13	0.75	
		20	11.13	11.63	0.50	
		20	11.63	12.00	0.38	

GARFIELD COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
Percolation Test and Soils Data Form - TABLE 1 CONT. - PROJECT 1240

GENERAL SOIL CONDITIONS

Date of Test: 09/05/06 & 9/13/06

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Hole No.	Hole Depth (in.)	Interval (min.)	Measurement at Start of Interval (in.)	Measurement at End of Interval (in.)	Change (in.)	Percolation Rate (min./in.) MPI
21	33	20	4.25	5.13	0.88	160
		20	5.13	5.63	0.50	
		20	5.63	5.88	0.25	
		20	5.88	6.25	0.38	
		20	6.25	6.38	0.13	
		20	6.38	6.50	0.13	
22	21	20	5.25	6.63	1.38	80
		20	6.63	7.50	0.88	
		20	7.50	8.13	0.63	
		20	8.13	8.63	0.50	
		20	8.63	8.88	0.25	
		20	8.88	9.13	0.25	
23	23	20	4.00	6.75	2.75	80
		20	6.75	8.50	1.75	
		20	8.50	9.38	0.88	
		20	9.38	9.88	0.50	
		20	9.88	10.13	0.25	
		20	10.13	10.38	0.25	
24	32	20	4.38	7.38	3.00	53
		20	7.38	9.25	1.88	
		20	9.25	10.38	1.13	
		20	10.38	11.13	0.75	
		20	11.13	11.63	0.50	
		20	11.63	12.00	0.38	

Lexie Meadow Estates
ESTIMATED TRAFFIC GENERATION

The following calculations have been used to determine the average daily traffic volume that can be expected to be generated at build out of Lexie Meadow Estates:

Number of New Primary Residences: 37

Number of Vehicles per Day generated by each
single-family detached residential per the
ITE Trip Generation Manual, 6th Edition: 9.57

37 New Primary Residence x 9.57 trips/day/residence = **354.09 ADT**

Based on the Capital Improvements Plan as adopted by the Board of County Commissioners Lexie Meadow Estates is located in Traffic Study Area 6. This area is subject to a road impact fee of \$210.00/ADT which results in an impact fee of \$2,009.70/residence for a total fee of \$74,358.90.

Lexie Meadow Estates

WILD FIRE MITIGATION PLAN

The ground surface of the property slopes downward to the southwest. A shallow channel forms in the southern half of the site and conveys runoff into the Cactus Valley Ditch. The majority of the parcel is comprised of flood irrigated alfalfa fields with a small, sagebrush portion in the northwestern corner of the site. There are no floodplains on site.

Wildfire fuel sources are classified as light, moderate and heavy. Grasses are rated as light fuels, shrubbery & sage are rated as moderate fuels, and trees are rated as heavy fuels based on the intensity of the fires they produce. Ladder fuels are vegetative materials that provide vertical continuity from the ground surface up into the branches of trees. The continuity of the fuel source is the measure of the fuel hazard that includes horizontal and vertical continuity. Ground slopes increase the continuity of the fuel hazard. All of the proposed building sites are located in areas that can be classified as having a light fuel hazard since they are within the existing alfalfa fields.

Fire protection waters shall be provided by a tank located on the north end of the site. The tank is fed by a well that is located in the south portion of the site and fire hydrants shall be located throughout the site.

Additional mitigation measures for the site shall include landscape design criteria and maintenance practices with the intent to limit horizontal & vertical continuity. The following design standards shall be implemented:

- If used, individual propane tanks are to be placed in a location where they are not subject to damage, and combustible materials are to be kept a minimum of 10 feet away from tanks.
- Trees greater than 15 feet in height at maturity shall have a minimum spacing of 10 feet between the edges of the crown. Dead trees shall be cleared and removed.
- Spacing between clumps of brush and/or shrubs shall be 2.5 times the height of the vegetation.
- The maximum diameter of the brush and/or shrub clumps should be two times the height of the vegetation measured at the crown of the vegetation.
- All ladder fuels should be removed from under brush, shrubs and tree canopies.
- Non combustible ground cover (gravel) should be placed under trees, brush & shrubs to the edges of the crown, or the vegetation should be pruned to a height of 10-feet above the ground or $\frac{1}{2}$ the height of the plant, whichever is least.
- Lawns should be kept to a maximum height of 4 inches.
- Brush should be removed around the perimeter of all residential structures for a distance of 2.0 times the height of the brush or completely removed within 10-feet of any residence and trimmed down to a height less than 5-feet within 20-feet of any residence.

To aid in the location of structures by fire personnel, addresses should be posted where the driveway intersects with the road. Letters should be a minimum of 4 inches in height, $\frac{1}{2}$ inch in width and be in contrast with background colors.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LEXIE MEADOWS ESTATES
FILING ONE**

THIS DECLARATION ("Declaration") is made this _____th Day of _____, 2007 by Lexie Meadows Estates, a Colorado corporation ("Declarant");

RECITALS

A. Declarant is the owner of real property ("Property") in the City of Grand Junction, County of Garfield, State of Colorado, legally described as follows:

INSERT LEGAL DESCRIPTION

B. Declarant desires to impose a general plan for the improvement, development and maintenance of the Property, and to adopt and establish covenants, conditions and restrictions upon the Property for the purpose of enhancing, maintaining and protecting the value and desirability of the Property.

C. Declarant deems it desirable to set aside a portion of the Property as common area for the use of the owners of the Property, and to establish a Colorado nonprofit corporation, Lexie Meadows Estates Homeowners Association (the "Association"), to which such common area from time to time shall be conveyed.

THEREFORE, Declarant covenants, agrees and declares that the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, easements, covenants, conditions, reservations, liens and charges, described in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the improvement and development of the Property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any part of it and the successors in interest of such parties, and are imposed upon the Property and every part of it as equitable servitudes which may be enforced by the Declarant, his successors and assigns, each Owner, his or her successors and assigns, or by the Association, its successors and assigns.

**ARTICLE I
DEFINITIONS**

Section 1.01. "Articles" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time.

Section 1.02. "Association" shall mean and refer to Renaissance Homeowners Association, a nonprofit corporation, incorporated under Colorado law.

Section 1.03. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.04. "By-Laws" shall mean the By-Laws of the Association as they may be amended from time to time.

Section 1.05. "CCIOA" means the Colorado Common Interest Ownership Act presently codified at C.R.S. 838-33.3-101. et seq. as it may subsequently be amended from time to time.

Section 1.07. "Common Expenses" shall mean and include expenditures made, and liabilities incurred, by or on behalf of the Association.

Section 1.08. "Conveyance" shall mean and refer to conveyance of a fee simple title, or lease of any part of the Property.

Section 1.09. "Declarant", as pertains to all lands in Filing ???, Lexie Meadow Estates, shall mean and refer to Cobble Ridge Construction, Inc., its successors and assigns designated in writing to be the successor of Declarant, subject to any limitation on transfer of special declarant rights contained in this Declaration or CCIOA.

Section 1.10. "Lot" shall mean and refer to each numbered lot of the Property described in the Map as recorded, together with all blocks of land reserved for future development. Boundaries of a Lot shall be as shown and defined on the Map.

Section 1.11. "Member" shall mean and refer to every person or entity who holds a membership in the Association as provided in Article II, Section 2.01.

Section 1.12. "Mortgage" shall mean any mortgage or deed of trust or other conveyance or encumbrance of a Lot, or any interest in it, including, but not limited to, the improvements on it, to secure the performances of an obligation.

Section 1.13. "Mortgagee" shall mean and include mortgagees, trustees, beneficiaries and holders of a Mortgage, and the holders of any indebtedness secured by a Mortgage.

Section 1.14. "Mortgagor" shall mean and include mortgagors and trustors under deeds of trust which are Mortgages.

Section 1.15. "Owner" shall mean and refer to Declarant and to any other person or entity holding a record fee simple ownership interest in any Lot which is a part of the Property, including contract purchasers and lessees with enforceable options to purchase, but excluding Mortgagees (unless and until a Mortgagee acquires record fee ownership) and those having such interest merely as security for the performance of an obligation.

Section 1.16. "Subdivision" shall mean all of the Property, and improvements thereon, subject to this Declaration or any amendment to this Declaration.

Section 1.17. "Assessment" shall mean and refer to any or all of the following:

- (a) "Regular Assessment" shall mean and refer to a charge against each Lot representing that portion of the Common Expenses attributable to such Lot as provided for in Section 4.05 of this Declaration.
- (b) "Special Assessment" shall mean and refer to a charge against any Lot for certain costs incurred by the Association or Declarant for materials or services furnished to the Owner at the request of or on behalf of such Owner, or as a result of any Owner failing to maintain any portion of his Lot in accordance with the provisions of this Declaration, or as a result of the negligence, recklessness, or willful misconduct of any Owner, his employees, guests or invitees, or for excessive use or special use of the services or facilities, if any, provided by the Association, or for any other purpose for which this Declaration specifies the imposition of a special assessment.
- (c) "Capital Improvement Assessment" shall mean and refer to a charge against any Lot representing a portion of the Association's cost for the installation, construction, expected or unexpected repair or replacement of any capital improvement (including the necessary fixtures and personal property related to it) on the Common Area or any other portion of the Property, upon which the Association may be required to install, maintain, repair or replace any capital improvements as provided in this

filters, valves, and related parts and materials located in, under, or upon easements within the Subdivision, or elsewhere outside of the Subdivision.

Section 1.20. "Map" or "Plat Map" means the plan map of the Property attached to this Declaration pursuant to the requirements of CCIOA and includes the plat of the Property if a separate plat is attached to this Declaration. THIS MAP MAY BE CHANGED IN THE FUTURE AND DOES NOT MEAN THE SUBDIVISION OF LOTS SHOWN HAS BEEN APPROVED BY ANY GOVERNMENTAL AUTHORITY.

ARTICLE II
THE ASSOCIATION
MEMBERSHIP; VOTING RIGHTS; DECLARANT CONTROLS

Section 2.01. Membership. Every Owner of one or more Lots in the Property shall be entitled and required to be a Member of the Association, subject to the voting rights provisions of this Article II. No person or entity other than an Owner of one or more Lots in the Property may be a Member of the Association. No Owner shall be entitled to sever his ownership interest in a Lot from membership in the Association; provided that this shall not be construed as precluding the Owner of a Lot from creating or severing a co-tenancy, joint tenancy or any other form of co-ownership with any other person or persons.

Section 2.02. Allocation of Votes. Each Lot shall be allocated one vote in the Association, subject to Section 2.06 below. With respect to lots that are jointly owned, no fractional votes are allowed, and the joint Owners shall share one vote, which may be cast in any manner they agree upon.

Section 2.03. No Cumulative Voting. In the election of directors, cumulative voting shall not be allowed.

Section 2.04. Membership Appurtenant. Subject to an Owner's consent by accepting a deed to a Lot or other instrument the acceptance of which would render the holder an Owner pursuant to Section 1.16, Membership in the Association shall be appurtenant to and inseparable from a Lot.

Section 2.05. Directors of the Association. The affairs of the Association shall be managed by a board of three (3) directors initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 2.06(a), the Board shall be managed by not less than three (3) nor more than five (5) directors, as established by the By-Laws of the Association.

Section 2.06. Management of the Association

- (a) Notwithstanding anything stated elsewhere in this Declaration, until the earliest of: (a) ten (10) years after the date of recording of this Declaration in the offices of the Mesa County, Colorado Clerk and Recorder; or (b) sixty (60) days after conveyance of 75% of the Lots to Owners other than Declarant, the Declarant may appoint and remove all Association officers and all members of the Board of Directors of the Association, subject to the limitations stated in this section.
- (b) Upon conveyance of at least 50% of the Lots to Owners other than Declarant not less than one member of the Board shall be elected from within the members of the Association.
- (c) Upon the termination of the period of Declarant control specified in subsection 2.06(a) of this Article, the Owners shall elect a Board of Directors in accordance with Section 2.05, who must be Owners other than Declarant or designated representatives of Owners other than Declarant. The Board of Directors so elected and officers shall take office upon termination of the period of Declarant control specified above.
- (d) Notwithstanding anything to the contrary stated elsewhere in this Section 2.06, by a vote of sixty-seven percent (67%) of all persons present and entitled to vote at any meeting of the Owners at

ARTICLE III
PROPERTY RIGHTS IN THE LOTS AND COMMON AREA

Section 3.01. Title to the Common Area. As soon as practicable, but not later than 60 days after the formation of the Association, Declarant shall convey fee simple title to the Common Area, if any, to the Association free and clear of all liens and encumbrances, except this Declaration, then current real property taxes (prorated to the date of conveyance), and liens and encumbrances and other title exceptions of record on the date of recording of this Declaration.

Section 3.02. Members' Easements of Enjoyment. Every Member shall have a non-exclusive right and easement in and to the Common Area, including, but not limited to, an easement for ingress and egress over and through the Common Area. Each such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The Association shall have the right to adopt uniform rules and regulations pertaining to the use and enjoyment of the Common Area;
- (b) The Association may borrow money and encumber (by mortgage, deed of trust or otherwise) the Common Area or any part of it for the purpose of improving the Common Area, provided any such encumbrance shall be expressly subordinate to the rights of the Members;
- (c) The right of the Association to suspend a Member's voting rights and Common Area use for any period during which any Assessment against his Lot remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association; provided that any suspension of such voting rights, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee of the Association, after notice and hearing given and held in accordance with the By-Laws of the Association;
- (d) The right of the Association, or the Declarant to the extent authorized by Section 13.04, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or other person for such purposes and subject to such conditions as may be agreed to by the Members; except with regard to conveyances by the Declarant as authorized by this Declaration, no such dedication or transfer shall be effective unless an instrument in any number of counterparts signed by Members entitled to cast 67% of the votes has been recorded, agreeing to such dedication or transfer, and provided written notice of the proposed action is sent to every Member no less than thirty (30) days nor more than (60) days in advance; and
- (e) The right of Declarant or his designees to enter upon the Common Area for purposes of construction and development of the Subdivision and for purposes of making repairs and remedying construction defects; provided such entry shall not unreasonably interfere with the use and enjoyment of any Lot upon which a Residence has been constructed, unless authorized by the Lot Owner.

Section 3.03. Delegation of Use. Any Member may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area, if any, to the members of his family, his licensees and invitees, or to his tenants or contract purchasers who are in possession of such Member's Lot.

Section 3.04. Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association nor release the Lot owned by him from the liens and charges created by CCIOA and this Declaration, by waiver of the use and enjoyment of the Common Area or the facilities on it or by abandonment of his Lot.

Section 3.05. General Restrictions. All Owners of Lots by their acceptance of their respective deeds, covenant and agree that the Common Area shall remain undivided, and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of Owners

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. The undersigned, for each Lot within the Property (including any Lots subsequently added under Section 13.04 below), covenants (and each Owner of any Lot by acceptance of a deed for that Lot, whether or not it shall be expressed in that deed, is deemed to covenant and agree) to pay to the Association: (a) all Assessments and charges levied against that Lot; (b) all fees, charges, late charges, attorneys fees, fines, collection costs, interest and other sums charged pursuant to this Declaration or as allowed by Section 38-33.3-316(1), C.R.S. or any other provision of CCIOA (as it may be subsequently amended) or by any other applicable law. The Association shall have the right, independent of CCIOA, to impose reasonable charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, Association By-Laws, and the rules and regulations of the Association.

(a) All charges set forth in this Section, from the time such charge becomes due, shall be a continuing lien on the Lot against which each such item is assessed. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations. A valid acceleration of installment Assessment obligations may be made by the Board at any time any Assessment or Assessment installments at least thirty days overdue.

(b) Each such charge, together with interest, costs, and reasonable attorneys fees, shall also be the joint and several personal obligation of each person and entity who was the Owner of the Lot at the time when the item became due; provided that, this personal obligation shall not pass to an Owner's successors-in-interest unless expressly assumed by them. No Owner may be exempt from liability for Assessments by waiver of use or enjoyment of Common Area, if any, Association Water, or other assets or benefits of the Association, or by abandonment of any Lot.

(c) The Association's lien on a Lot for Assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead and any other such exemption as against such Assessment lien.

Section 4.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for: Common Expenses; to promote the health, safety, or welfare of the residents in the Property; or for the benefit of the Common Areas; or for any other purpose of the Association, as those purposes (as amended from time to time) are specified by this Declaration, the Articles of Incorporation of the Association; or as otherwise authorized by CCIOA or other applicable law.

Section 4.03. Initial Assessment

(a) The initial Regular Assessment for Common Expenses of the Association shall be fixed in an amount set by, and made upon the resolution of, the Board of Directors of the Association.

(b) After any Assessment has been made by the Association, Regular Assessments shall be made no less frequently than annually, based on a budget adopted by the Association as described elsewhere in this Declaration. Assessments may include, without limitation, Capital Improvement Assessments and allocations for reserves for repair or replacement of existing capital items and acquisition, construction, and existing capital items and acquisition, construction, and installation of new improvements, all to the extent set forth in the approved budget upon which such Assessment is based.

(c) Until the Board of Directors of the Association makes an Assessment, all expenses of the Association shall be paid by Declarant.

Section 4.04. Date of Commencement of Assessments: Due Dates. The first Regular Assessment

Section 4.05. Expense Allocation. Except as otherwise stated in this Section, or as otherwise provided by CCIOA or other applicable law, each Lot shall be allocated a fraction of the Common Expenses of the Association in which the numerator is one and the denominator is the number of Lots then in the Subdivision. If permitted by CCIOA or other applicable law, any Common Expense or portion of any Common Expense benefiting or caused by fewer than all Lots shall be assessed exclusively against the Lots benefited by or causing the Common Expense or other cost or expense.

Section 4.06. Priority of Lien. The lien for Assessments, which includes without limitation all those items specified in item (a) and (b) in Section 4.01 of this Article IV shall have the priority specified in CCIOA which, at the date of the Declaration, is codified at Section 38-33.3-316(2), C.R.S., or other applicable law.

ARTICLE V

BUDGET AND RECORDS

Section 5.01. Books and Records. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association. All books, records, and papers of the Association shall be available for inspection and copying by any Member or his representative during regular business hours at the principal office of the Association. The Board of Directors may establish reasonable rules concerning notice to be given to the custodian of the records by anyone desiring to inspect them, and payment of reproduction costs by the requesting Member.

Section 5.02. Annual Budget. The Board of Directors shall cause an operating budget, balance sheet, and cash flow statement for the Association to be prepared no less frequently than annually.

Section 5.03. Delivery of Budget. Within thirty (30) days after adoption of any proposed budget, the Board of Directors shall mail (by ordinary first-class mail) or otherwise deliver, a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary.

Section 5.04. Ratification of Budget. Unless at the meeting Owners representing a majority of all Lots reject the budget, the budget is ratified, whether or not a quorum is present.

Section 5.05. Rejection of Budget. In the event that the proposed budget is rejected, the budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

Section 5.06. Reserve Fund. As part of each annual budget, the Board of Directors shall include an amount which, in its reasonable business judgment, will at least establish and maintain an adequate reserve fund for the repair or replacement of any personal property, fixtures, and improvements required to be operated or maintained by the Association based upon age, remaining life, replacement cost, and any other relevant factors.

ARTICLE VI

NONPAYMENT OF ASSESSMENTS

Section 6.01. Delinquency. Any Assessment provided in this Declaration which is not paid when due is delinquent. If any such Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at a rate not to exceed 18% per annum from the due date. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same and/or, upon compliance with the notice provisions set forth in Section 6.02 below, foreclose the lien provided in Section 4.01 above against the Lot(s) for which the Assessment has not been paid; and in either case there shall be added to the amount of such Assessment, interest and all costs which may be incurred by the Association in its collection of the Assessment, including reasonable attorney fees. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or institute judicial foreclosure proceedings against such Owner or other Owners for the collection of such delinquent Assessments.

of such lien, upon payment by the defaulting Owner of a fee determined by the Association to cover the costs of preparing and filing or recording such release, and other expenses incurred.

Section 6.04 Cumulative Remedies The Assessment lien and the rights of foreclosure and sale under it shall be in addition to, and not in substitution of, all other rights and remedies which the Association and its assigns may have under this Declaration and then applicable law, including without limitation a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE VII **ARCHITECTURAL CONTROL**

Section 7.01. Architectural Approval. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property (including the Common Area), nor shall any exterior addition to or change or alteration (including without limitation additions, new fences or walls, outbuildings, pools, garages, or similar structures) be made until plans and specifications showing the nature, kind, shape, height, materials, location and other relevant information of the same have been submitted to and approved in writing by the Architectural Control Committee (the "ACC" or "the Committee" herein) as in harmony with external design and location in relation to surrounding structures, topography and other matters specified in this Declaration. In the event the Committee fails to approve or disapprove such plans in writing within thirty (30) days after a plan has been submitted to it, the plans will be deemed to have been approved. Approval criteria include the following:

- (a) the overall compliance with the provisions of this Declaration, the aesthetic appearance of the structure, the quality of design and exterior materials, and the orientation of the structure to adjoining lots
- (b) the appropriateness of grading, drainage, and landscape plans in light of the preference for minimal disruption of natural terrain and vegetation; and
- (c) the compatibility of the color scheme with the subdivision as a whole.

Section 7.02. Plan Submittal Procedure. All plans and specifications required to be submitted to the Committee under Section 7.01 must be submitted in the form of a complete application. A complete application shall mean submission by the Owner of three copies of finished working drawings and specifications complying with provisions outlined in this Article.

Section 7.03. Plan Requirements. Residence plans must consist of: exterior elevations and colors, a plot plan including property lines, set backs, easements, structures, driveways, any accessory structures, - fences, proposed grading, plus floor plans indicating square footage. Descriptions of exterior finishes, exterior colors, trim materials, windows, roofing, and gutters must be submitted with each plan.

Section 7.05. Completion. Approved projects must be completed within one year after issuance of a building permit or within six months after approval by the ACC if no building permit is required. If the work is not completed within the prescribed time, the Committee may rescind its approval and resubmission will be required. The Committee may grant an extension under extenuating circumstances brought to its attention.

Section 7.06. Building Size. In considering the design of proposed improvements, the Committee shall consider, without limitation, maintaining compatibility with the natural setting of the Property and not permitting any proposed Residence or other improvement to dominate the surrounding Residences. All single story buildings shall have a minimum heated living area of 1,800 square feet, exclusive of garage, patio, unfinished basements, decks, or accessory structures. One and a half and two story dwellings shall have a minimum of 1,200 square feet of heated living area on the first story and a minimum of 600 square feet on the next level. In no instance shall dwellings exceed two stories in height.

Section 7.07. Prefabricated structures. All dwellings within this declaration shall be constructed using high quality design, materials, and workmanship. No mobile homes, modular homes, pre-built

on a street shall have the same exterior design. An identical floor plan can be used within three adjacent lots of the next identical design if the exterior features are substantially changed. Such substantial change shall include, but need not be limited to: roof configuration, siding, window location, window sizes, garage door and front entrance. The Committee, in its sole and absolute discretion, will have the right to decide if the design meets these requirements.

Section 7.09. Colors and Exterior Finishes. Exterior siding shall be constructed of masonry, stucco, brick or stone, exclusive of trim areas. All finishes shall be in earth tones and other moderate shades. Excessively bright or garish paints or finishes that clash with the overall scheme of the subdivision are prohibited.

Section 7.10. Roofs. Roofs must be architectural asphalt shingle with at least a thirty (30) year life, tile, or wood shake, unless otherwise approved by the Committee. No metal or plastic roofing materials shall be allowed. A minimum five in twelve pitch shall be maintained on all roofs unless the roof is specific to a certain architectural design. All roof colors must be of a moderate hue as approved by the Committee.

Section 7.11. Architectural Features. Designs that incorporate porches, columns, pillars, and entry porticos are encouraged.

Section 7.12. Windows. Windows shall be of a design and color complementary to the exterior of the Residence. Window frames of mill finished aluminum are not permitted.

Section 7.13. Driveways. All driveways shall be concrete unless otherwise approved by the Committee.

Section 7.14. Accessory Features. Metal sheds, above ground pools, plastic or aluminum patio covers and carports are prohibited.

Section 7.15. Fencing. Chain link fencing is prohibited for any front, side, or backyard fence. Chain link fences are permitted for dog pens or similar pet structures, which shall not exceed an area of 96 square feet. Privacy fencing shall be constructed of quality wood or composite materials, with earth tone colors preferred, and shall not exceed six feet in height. Fences enclosing front yards shall not exceed three feet in height. The materials and location of all fences shall be approved by the ACC prior to construction. Once constructed, all fences shall be regularly maintained in good visual and structural condition by the owner.

Section 7.16. Landscaping. Initial landscaping plans are subject to advance approval by the ACC. A landscaping plan shall be submitted to the ACC within 180 days of the issuance of a building permit. Landscaping shall be completed and installed not later than 120 days from approval by the ACC. Landscaping plans shall include a variety of shrubs and grasses complimentary to the residential character of the subdivision. Each landscaping plan shall require the owner to install a minimum of two trees in the front yard area of each lot. Such trees shall have a minimum two inch trunk diameter, measured at a height of four feet from ground level. Xeriscape landscape plans, or similar landscaping that requires less irrigation, are permissible.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 8.01. Composition of the Committee The ACC shall consist of three members. The Declarant shall be entitled to appoint or otherwise designate and remove the members of the ACC for the duration of the period of Declarant Control, as specified in Section 2.06(a). Following expiration of the period of Declarant control the members of the ACC shall be elected from within the membership of the Association.

Section 8.03. Notice of Noncompliance or Noncompletion Notwithstanding anything to the contrary contained in this Declaration, after the expiration of one (1) year from the date of completion of construction of any improvements within the Property, such improvements shall, relative to purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions in this Article VIII, unless actual notice of such noncompliance and noncompletion, executed by the Committee or its designated representatives, shall appear of record in the office of the County Recorder of Mesa County, Colorado, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 8.04. Rules and Regulations The Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of Article VII.

Section 8.05. Variances Where circumstances (such as topography, location of property lines, location of trees, or other matters) require, the Committee, by the vote or written consent of a majority of its Members, may allow reasonable variances evidenced in writing as to any of the covenants, conditions or restrictions contained in the Declaration under the jurisdiction of the ACC, on such terms and conditions as it shall require. The granting of a variance shall not operate to waive on any other occasion any of the terms and provisions of this Declaration covered by the variance and shall not necessarily serve as a basis for subsequent variances with respect to any other request. The granting of any variance shall not affect in any way the Association's or Owner's obligation to comply with the ordinances of the City of Grand Junction and other applicable governmental laws or regulations.

Section 8.06. Appointment and Designation The Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities under this Declaration to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Committee in all matters delegated.

Section 8.07. Review Fee and Address Any plans and specifications shall be submitted in writing for approval together with a reasonable processing fee determined by the Board. The address of the Committee shall be the principal place of business of the Association or such other place as the Committee may from time to time designate in writing to the Board of Directors. The address shall be the place for the submittal of any plans or specifications and the place where the current rules and regulations, if any, of the Committee shall be kept.

Section 8.08. Inspection During initial construction, remodeling, repair or other work on a Lot or to a Residence requiring Committee approval, any member or agent of the Committee may from time to time at any reasonable hour or hours and without prior notice enter and inspect any Lot or Residence within the Subdivision to determine whether the Residence or Lot's improvement complies with the provisions of this Declaration. Each owner, by assumption of title to a lot or lots subject to this Declaration, irrevocably grants consent to the Association or its agents to enter onto said property for the purposes of verifying compliance with this Declaration.

Section 8.09. General Provisions The members of the Committee shall not be entitled to any compensation for services performed under this Article VIII. The powers and duties of the Committee shall cease and terminate on the earlier of termination of this Declaration or a date forty (40) years after the date of the recording of this Declaration. Thereafter, the approval described in Article VIII shall not be required unless, prior to that date, a written instrument is executed and duly recorded by the then record Owners of a majority of the Lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the Committee.

ARTICLE IX **ASSOCIATION POWERS**

Section 9.01. Authority The Association shall have all rights, powers, and authority specified or permitted by: (a) CCIOA; (b) any other applicable law; (c) this Declaration; and (d) the Articles and

Section 9.03. Conveyance or Encumbrance The Association shall have the right to encumber, dedicate, or convey all or any part of the Common Area or any other Association asset. However, no such encumbrance, dedication, or conveyance shall be effective unless an instrument signed by seventy five percent (75%) of all Owners, including seventyfive percent of all Owners other than Declarant, agreeing to such encumbrance, dedication, or transfer has been recorded in the Mesa County records.

Section 9.04. Management Agreement and Other Contracts The Association may utilize professional management in performing its duties. Any agreement for professional management of the Association's business or any contract providing for the services of Declarant shall have a maximum term of three (3) years and shall provide for termination by either party to it, with or without cause and without payment of a termination fee, upon thirty (30) days prior written notice.

Section 9.05. Owner's Negligence. In the event that the need for maintenance or repair of the Common Area is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the Assessment as a Special Assssment or part of a Regular Assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot. A determination of the negligence or willful act or omission of any Owner or any member of the Owner's family or a guest or invtee or any Owner, and the amount of the Owner's liabilitytherefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Seccion may be appealed by such Owner to a court of law.

- (a) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Area, if any, to all Members, nor shall any Owner place any structure or fence,except those installed by Declarant whatsoever upon such Common Area.
- (b) The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

ARTICLE X

USE RESTRICTIONS

Section 10.01. Declarant's Use. Notwithstanding any provisions to the contrary in this Declaration, it shall be expressly permissible for Declarant, his successors and assigns, or any agent, contractor, subcontractor or employee of the Declarant to maintain during the period of construction and sale upon such portion of the properties as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to such construction and sale, including, but without limitation, a business office (which may include a mobile home), storage area, construction yards, signs, model units and sales office, construction equipment, vehicles, building materials, and the like.

Section 10.02. Use of Property. In addition to the duties stated elsewhere in this Declaration, each Owner shall have the duty and obligation to perform and comply with the use restrictions to preserve the overall value of the entire Property.

- (a) Only one single family dwelling may be constructed on each Lot. Each single family dwelling may only be occupied by a single family. A "single family" is any number of persons living together as a single dwelling unit who are related by blood, marriage, or adoption, and excludes any group of more than four individuals who are not all related by blood, marriage, or adoption

Section 10.03. Utility Lines All utilities lines, fixtures and equipment exclusively serving a Lot (excluding, for example, utility trunk lines) installed within the perimeter of that Lot, shall be maintained and kept in repair by the Owner of the Lot. An Owner shall not impair any utility easement or allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 10.04. Household Pets No animals, livestock, reptiles, poultry or insects, of any kind, including horses, cattle, sheep, hogs, goats, burros, llamas, chickens, ducks, or other domestic animals shall be raised, bred, kept or boarded in or on the Property. The Owner of each Lot may keep a reasonable number of dogs, cats, fish or other household pets not prohibited by local laws and this Declaration, and so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance, by excessive noise, odors, or otherwise, adversely affecting any neighboring owners. An Owner's right to keep household pet(s) shall be coupled with the responsibility to pay any costs to the Association for any damages caused by such Owner's pet(s).

Section 10.05. Lots to be Maintained Except as otherwise provided in this Declaration, the maintenance and repair of each Lot, including but not limited to landscaping, the interior and exterior of the Residence, improvements constructed on it, and the interior of any fence on the boundary line of a Common Area and a Lot shall be the responsibility of the Owner(s). The Owners shall keep, maintain, and repair their Lots and improvements on their Lots (including, for example, landscaping) in a neat, clean, cultivated, attractive, and well maintained condition, free from the accumulation of trash, debris, or excessive weeds. If any Owner fails to keep and maintain that Owner's Lot(s) or improvements in accordance with this provision, the Association may (but shall not have the obligation to) conduct such maintenance, repairs, or restoration and assess its cost as a Special Assessment to the Owner on whose Lot or improvement such maintenance or repairs were conducted. Any costs for such unpaid special assessment shall attach as a lien on the Owner's property as provided in this Declaration.

Section 10.06. Temporary Structures, Time Limits For Construction Except as expressly permitted by this Declaration, no structure of a temporary character including but not limited to a house trailer, tent, shack, or outbuilding shall be placed or erected upon any Lot, and no Residence shall be occupied in any manner at any time prior to its being fully completed, nor shall any Residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions set forth in this Declaration; provided, however, that during the actual construction, alteration, repair or remodeling of a Residence, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work.

Section 10.07. Signs No sign, graphic, or advertising device shall be placed on the Property except (a) one sign of not more than seven square feet advertising a Lot or a Residence for sale, and (b) political signs in support of candidates, ballot issues, or public issues. Residents are encouraged to use restraint in the size and number of signs placed under this section. This provision shall not limit or preclude street, road, or residence identification signs or traffic control signs or devices.

Section 10.08. Antennas Except to the extent expressly permitted by applicable federal or state law or regulation, no antenna for transmission or reception of television signals or any other form of radio frequency radiation shall be erected, used, or maintained on any Lot outside of the residence on that Lot, except (a) a satellite dish not more than 24 inches in diameter, completely screened from view by solid fencing complying with the requirements of Section 7.14 of this Declaration, or (b) as otherwise permitted by the Association. The ACC may grant a variance to the provisions of this section where a proposed antenna will be buffered and screened so as to not be visually obtrusive to neighboring properties.

Section 10.09. Yard Ornamentation All ornamentation in yards, such as figurines, plastic

motorcycles, inoperative vehicles, or similar vehicles shall be permanently or semi-permanently stored on any public street or driveway. Such vehicles shall be stored in a garage or other area screened from public view by approved fencing or buffering materials.

(b) No tractor trailers, construction equipment (including by way of illustration only, backhoes, graders, loaders, dozers, or the like), trucks with a cargo capacity in excess of one ton, buses, tractors (excluding lawn type tractors), panel vans, or similar large commercial vehicles shall be parked or stored on the lands subject to this Declaration except in usage and furtherance on the needs of the Declarant.

(c) The term "inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which is incapable of being driven under its own propulsion or used for its intended function, or which is unregistered or licensed, and which has been in such condition for a period in excess of three consecutive weeks. If the Association determines that a vehicle is an abandoned or inoperable vehicle, then a written notice describing such vehicle shall be personally delivered to the Owner of the vehicle (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if its owner cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within 72 hours after delivery of notice in accordance with this paragraph, or the Association does not receive a reasonable and acceptable reason for the existence of the vehicle in apparent violation of this subsection, the Association may remove the vehicle and charge all costs of said removal, plus a \$100.00 fee payable to the Association, to the Owner. Said costs and fees are due and payable to the Association before recovery of the vehicle.

(d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on or within the Property, unless it is done within a single, continuous 24-hour time period or within a completely enclosed structure which screens the sight and sound of the activity from the street, from adjoining Lots and other property, and the Common Area. The foregoing restrictions shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.

(e) Each residence shall have garage space sufficient for not less than two vehicles and not more than three vehicles.

Section 10.11. Nuisances. No nuisance shall be permitted on or within the Property, nor any use, activity or practice which is the source of annoyance to, or which offends or disturbs any residents of the Property, or which interferes with the peaceful enjoyment or possession and proper use of the Property, or any portion of the Property by its residents. As used in this paragraph, the term "nuisance" shall not include any activities of Declarant or his designees which are reasonably necessary to the development of and construction on the Property; provided, however, that such activities of the Declarant or his designees shall not unreasonably interfere with any Owner's use and enjoyment of his Lot or the Common Area, or with any Owner's ingress and egress to or from his Lot and a public way.

Section 10.12. Lots Not to be Subdivided. No Lot shall be subdivided, except for the purpose of combining all or portions with one or more adjoining Lots, provided that no additional building site is created by such combination of Lots. One Lot, as shown on the Map, shall equal one building site.

Section 10.13. Underground Utility Lines. All electric, cable television, computer and telephone line installations shall be placed underground, except that during the construction of any residence the contractor or builder may install a temporary overhead utility line, which shall be promptly removed upon completion of the construction (issuance of a Certificate of Occupancy).

Section 10.14. No Hazardous Activities. No activities shall be conducted on the Property or within the improvements constructed on or within the Property which are or might be hazardous to any person or property.

same day and returned to their screened area. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. All trash receptacles shall be screened from view of the street, neighboring Lots and the Common Area. No elevated tanks of any kind (oil, gas, water, etc.) shall be constructed on any Lot.

Section 10.17. Leases. The term "lease" as used in this Declaration, shall include any agreement for the leasing or rental of a Lot or any portion of it, and shall specifically include, without limitation, a month-to-month rental. Any Owner shall have the right to lease his/her property, provided:

- (a) All leases shall be in writing;
- (b) All leases and lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, By-Laws and rules and regulations of the Association, and the lessee's failure to comply with any of the above-mentioned documents, in any respect, shall be a default under the lease.

Section 10.18. No Mineral Exploration or Development. No oil or gas drilling, development operations, quarrying, surface or subsurface mining operations of any kind shall be permitted or undertaken on any portion of the Property nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any portion of the Property.

Section 10.19. Climate Control. Placement of heat pump and condenser units shall include visual screening and noise attenuation to the neighboring Lots and Common Areas. Use of solar heating systems is acceptable, provided that the panels or collectors are integrated into the structure with regard to the overall appearance and design, subject to approval by the ACC. Window mounted and through the wall coolers or air conditioners are not allowed unless screened from the street, neighboring Lots and the Common Area. Roof mounted evaporative coolers shall be screened by dormers, or other appropriate architectural screening.

Section 10.20. Corner Lot Sight Lines. No landscaping, fence, or other sight obstructing improvement shall be placed on corner lots, which exceeds two feet in height above grade, within the area defined by the governmental regulations pertaining to sight distances and areas...

Section 10.21. Maintenance of Common Area. To the extent not performed by the applicable governmental entity or Owner, the Association shall be responsible for the landscaping and maintenance of the Common Area, including but not limited to repair of signs, if any, fencing, irrigation equipment, lighting and electrical fixtures and equipment, and plantings. No Owner shall, in whole or in part, change the landscaping, grade or fencing or in any way change the retaining wall on any portion of the Common Area.

Section 10.22. Right to Remedy Violation. If any yard or home is maintained in a condition which violates any of the use restrictions set forth in this Declaration, the Board of Directors of the Association shall have the power to contract with an independent third party to remedy the violation. This right to remedy shall arise seven (7) days after written notice of the nature of the violation is given to the Owner of the offending Lot, and the Owner has failed to remedy the violation within the following seven (7) day period. The cost of correcting the violation shall be paid as a Special Assessment and is enforceable by the Association against the Owner of the Lot, as otherwise provided in this Declaration.

Section 10.23. Excess Construction Dirt. Dirt that is extracted or produced as a result of the construction of a Residence on a Lot which is not used in the initial construction of the Residence shall be deposited on vacant ground within the Subdivision as determined by Declarant at the Owner's expense. Said excess dirt may be used by Declarant at the discretion of the Declarant.

with single limited coverage of not less than \$1,000,000.00 with \$500,000.00 medical payments coverage. In addition, if reasonably available, the Association may maintain directors and officer's liability insurance. The association, as attorney-in-fact, shall have the authority conferred upon it in Article 13 of this Declaration to deal with insured items in the event casualty to them is an insured loss to the Association under its master insurance policy.

Section 11.03. Waiver of Subrogation The Association and Lot Owners each waive any and all rights of recovery against the other, the officers, members, agents and employees, occurring on or arising out of the use and occupancy of the Property to the extent such loss or damage is covered or indemnified by proceeds received from insurance carried by the other party, or for which such party is otherwise reimbursed. Each of the parties shall, upon obtaining the insurance required under this Declaration, notify the insurance carrier that the foregoing waiver of subrogation is contained in this covenant, and, to the extent available, shall require the insurance carrier to include an appropriate Waiver of Subrogation Provision in the policy.

Section 11.04. Fidelity Bonds If any Owner or Association employee controls or disburses Association funds, the Association must obtain and maintain, to the extent reasonably available, a fidelity bond insurance in an aggregate amount equal to not less than two months of current assessments plus reserve calculated from the then-current budget of the Association.

Section 11.05. Independent Contractors Any person employed as an independent contractor by the Association for the purposes of managing the Association may be required to obtain and maintain a fidelity bond in an amount equal to their contract, unless the Association names such a person as an insured employee in a contract of fidelity insurance described above. The Association may carry or require of an independent contractor employed to manage the Association fidelity bond coverage in an amount greater than that specified in this section.

Section 11.06. Fidelity Bond Premiums Premiums for bonds required of the Association under this provision are Common Expenses of the Association.

ARTICLE XII

DAMAGE OR DESTRUCTION OF COMMON AREA

Section 12.01. Appointment of Association as Attorney-in-Fact. This Declaration constitutes each Owner's appointment of the Association as his or her attorney-in-fact to administer repairs, receive and apply insurance funds, and to ensure compliance with this Declaration upon the damage, destruction, or obsolescence of the Common Area. By Grantee's acceptance of a Deed for any lot, or other instrument rendering that person an Owner as defined in §1.15 of this Declaration, shall constitute the irrevocable appointment of the Association as the grantee's attorney-in-fact, to act with all the powers as provided in this Section.

Section 12.02. Rights of Association as Attorney-in-Fact. As attorney-in-fact, the Association, by its President and Secretary, shall have full and complete authority, right and power to make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers granted in this Declaration. Repair and reconstruction of the Common Area means restoring the same to substantially the same condition in which it existed prior to the damage. The obsolescence of the Common Area shall be determined by the Association, in its sole and absolute discretion. Except as otherwise provided in this Declaration, any insurance proceeds collected shall be paid to the Association for the purpose of repair, restoration, or replacement.

Section 12.03. Application of Insurance Proceeds. In the event of damage or destruction to any improvement installed by the Association within the Common Area, due to an insured loss, the Association shall apply the insurance proceeds to the reconstruction and repair of the damaged improvement. If the

- (4) prior to the conveyance of any Lot to a person other than Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Common Area rightfully demands all or a substantial part of the insurance proceeds;

provided that distributions of insurance proceeds shall be made to the Association unless made jointly payable to the Owners and First Mortgagees of their respective Lots, if any. The Capital Improvement Assessment provided for in this Section shall be a debt of each Owner and a lien on his or her Lot and the improvements on it, and may be enforced and collected in the same manner as any Assessment lien provided for in this Declaration.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.01. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration shall in no way affect or limit any other provisions which shall remain in full force and effect. To the extent feasible, any non-complying provision shall be reformed to best comply with applicable law and to preserve the intent of the Declarant.

Section 13.02. Easements. Easements for the installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded Map of the Property. Within these easements no permanent improvement, structure, or other material (excluding fences capable of being readily removed for the purposes of the easement and the fences described in Section 10.19) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities or facilities.

Section 13.03. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or By-Laws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the By-Laws of the Association, the Articles of Incorporation shall control.

Section 13.04. Expansion and Retained Declarant Rights

- (a) *Reservation of Right to Expand.* Declarant reserves the development right to expand the Property to include no more than 80 residential Lots plus additional Common Areas at any time or times without approval by the Lot Owners. The area of potential expansion is all property described in this declaration, exclusive of lands developed in Phase I.
- (b) *Supplemental Declarations and Supplemental Plats.* Such expansion may be accomplished by the filing for record by Declarant in the office of the Clerk and Recorder of Mesa County, Colorado, one or more Supplemental Declarations and supplemental Maps setting forth the Lots and other real property, if any, to be included in the expansion, and a statement that this Declaration shall govern and apply to that property. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.
- (c) *Expansion of Definitions.* In the event of such expansion, the definitions used in this Declaration shall be automatically extended to encompass and refer to the Property subject to this Declaration, as expanded. The recording of supplemental Map(s) or Plat Map(s) in the records of Mesa County, Colorado, incident to any expansion shall operate automatically to grant, transfer, and convey to the Association any new Common Area added to the Property as the result of such expansion. The allocation for Assessments shall be amended pro rata to reflect the increase in the number of Lots added to the Declaration. Subsequent to any expansion pursuant to this Section 13.04, any conveyance of Lots within the Property, as expanded, shall transfer all rights incident to the Property, as

- (e) *No Objection to Expansion.* No Owner-Member of the Association shall have any right to object to the exercise of the developmental right set forth in this Section, including any permitted expansion by Declarant.
 - (f) *Assignment of rights.* The Declarant may assign or convey its rights as to any blocks of property not then developed, together with any rights of the Declarant established under this declaration.
 - (g) Declarant expressly reserves the right to convey the common area known as "Tract E" as provided on the official Map during the period of Declarant control defined by Section 2.06(a).
 - (h) Declarant's rights under this Section will expire twenty years after the date of recording of this Declaration in the Mesa County, Colorado, real estate records, or, with respect to additions to this declaration, twenty years from the recording of any amended declaration.
- (1) For the lots identified on the Final Plats/Plans as "Filing Two" the Declarant requires that each dwelling constructed thereon shall be constructed according to plans and by a builder approved by the Declarant and M. Brent Pruett.

Section 13.05. Term. The provisions of this Declaration shall each constitute covenants, running with the land applicable to all of the Lots, binding Declarant and all persons and entities claiming by, through, or under him for a period of twenty (20) years from the date of recording in the Mesa County, Colorado, real estate records of the Declaration, which shall be automatically extended for successive periods of twenty (20) years each, without action by or notice to any person or entity unless amended or terminated as provided below.

Section 13.06. Amendment and Termination. Subject to the provisions of Section 38-33.3-217(1), (5) and (6), C.R.S., all or any portion of this Declaration may be supplemented, changed or canceled in whole or in part at any time by the vote or agreement of the Owners of 67% of the Lots. Such agreement may be in any number of counterparts. Such amendment shall be effective when duly recorded in Mesa County, Colorado, real estate records.

(a) Declarant reserves and is granted the right and power to record technical amendments to this Declaration, Articles of Incorporation or By-Laws of the Association at any time prior to the termination of Declarant's control or the Association, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

Section 13.07. Rights of Declarant Incident to Construction. An easement is retained by and granted to Declarant, its successors and assigns, for access, ingress and egress over, in, upon, under, and across the Common Area and any easements shown on the Map, including but not limited to the right to store materials on it and to make such other use of it as may be reasonably necessary or incidental to Declarant's or its designees' construction on the Property, including without limitation construction of improvements indicated on the Map; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably

Section 13.08. CCIOA Controls. Any provision of this Declaration in conflict with the provisions of CCIOA shall be void and of no effect.

Section 13.09. Notice. Any notice or demand required or permitted by this Declaration shall be in writing and shall be sent by United States first class mail, postage prepaid, to the address of the Owner of the Lot(s) to receive notice at the address provided by the Owner for that purpose to the secretary of the Association. If the Owner fails to provide an address to the secretary, notice shall be sent to the address of the Owner specified in the deed recorded in the Mesa County, Colorado real estate records by which that Owner took title and to the street address of that Lot, if any.

Section 13.10. Section Headings. The section titles and headings used in this Declaration are for identification purposes only and shall not be utilized to interpret or construe the provisions of this Declaration, which shall remain in full force and effect.

Section 13.11 Binding Effect. The provisions of this Declaration shall be binding upon and for the benefit of Declarant, each Owner, and each and all of their heirs, personal representatives, successors in interest, and assigns.

Section 13.12 No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose.

Section 13.13. Applicability of Governmental Regulations. The covenants, conditions and restrictions contained in this Declaration are separate and distinct from any zoning, building or other law ordinance, rule or regulation of the City of Grand Junction or any other governmental authority having jurisdiction over the Property which now or in the future may contain different requirements from or in addition to those contained in this Declaration or which may prohibit uses permitted in it or permit use prohibited in it. In the event of any conflict between the provisions of this Declaration and the provisions of any such law, ordinance, rule or regulation, the Owner must first comply with all governmental laws, ordinances, rules or regulations and then to the extent possible, the Owner must comply with these covenants, conditions and restrictions unless such compliance would result in a violation of such law, ordinance, rule or regulation, in which case, upon a finding that compliance with this Declaration would result in such a violation, the Architectural Control Committee shall waive any such covenants, conditions or restrictions to the extent it results in such a violation, and in connection with such waiver, the Architectural Control Committee may impose such conditional covenants, conditions and restrictions as may be necessary to carry out the intent of this Declaration.

ARTICLE XIV

IRRIGATION WATER

Section 14.01. Association to Hold Title. The Association shall have the exclusive right to take title to, and manage the distribution of, association irrigation water. The Association shall own and maintain irrigation pipelines, headgates, weirs, pumps, and related facilities to the distribution point at each residential lot. Infrastructure for irrigation from that point shall be owned and maintained by each Lot Owner. The Declarant shall transfer title to all water shares appurtenant to the property burdened by this Declaration no later than 90 days from the recording of this declaration.

Section 14.02. Assessments. Assessments for irrigation water levied by provider, as well

such tank shall be installed underground, unless precluded by site constraints, in which case the tank shall be suitably screened and buffered.

Approved and enacted on the date set forth below.

DECLARANT:

Lexie Meadow Estates

by: _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Subscribed to before me this ____ day of _____, 2007, by ????,
Vice President, Lexie Meadows Estates.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public, State of Colorado