

BEFORE THE COLORADO MINED LAND RECLAMATION BOARD

RICK MITCHELL

Petitioner

v.

LGI HOMES – COLORADO, LLC

Appellee.

**Appeal of Division of Reclamation, Mining
& Safety Decision Dated September 13,
2021**

**Approval of the Request for Permit Release
of Bennett Crossing Filing 2 (Parcel 1 and
2) permits M2019-029 and M2019-030.**

October 12, 2021

**PETITION FOR APPEAL AND REQUEST FOR HEARING PURSUANT TO RULES
1.4.11, 4.19(1), C.R.S. §§ 34-32.5-101 *ET SEQ.*, AND C.R.S. § 24-4-105**

COMES NOW, the Petitioner, Rick Mitchell (“Mitchell”), by and through undersigned counsel, and hereby appeals the Colorado Division of Reclamation, Mining & Safety’s (“DRMS”) decision dated September 13, 2021 approving the request for permit release of Bennett Crossing Filing 2 (Parcel 1 and 2) permits M-2019-029 and M-2019-030 of LGI Homes – Colorado, LLC, the Appellee (“LGI”) and respectfully petitions the Colorado Mined Land Reclamation Board (“Board”) to set a hearing regarding this appeal.

I. BASIS FOR APPEAL AND REQUEST FOR HEARING

Mitchell brings this Petition pursuant to Rules 1.4.11 and 4.19(1) of the Mineral Rules and Regulations of the Colorado Mined Land Reclamation Board for the Extraction of Construction Materials (“DRMS Rules”), the Colorado Land Reclamation Act for the Extraction of Construction Materials (C.R.S. § 34-32.5-101 *et seq.*), and C.R.S. § 24-4-105.

II. STATEMENT OF RELEVANT FACTS

1. Pursuant to DRMS Rule 4.19(1), “Any person directly and adversely affected or aggrieved by an Office decision to approve or deny the request for reclamation responsibility release and whose interest is entitled to protection under the Act may appeal the decision to the Board.... [and shall] include a statement of the factual and legal issues presented by the appeal.” Mitchell is an adversely affected and aggrieved person under this Rule.
2. Mitchell owns certain real property in the Town of Bennett, County of Adams, State of Colorado as shown on Exhibit A to the Utility Easement identified below (“Mitchell Property”).
3. LGI entered into a subdivision improvement agreement with the Town of Bennett in connection with the development of certain real property in the vicinity of Mitchell's Property, as shown on Exhibit B to the Utility Easement identified below (“LGI Property”).
4. On July 11, 2018, Mitchell and LGI entered into a Utility Easement, a copy of which is attached hereto and incorporated by this reference as **Exhibit A**. Upon information and belief, the original has been executed by Mitchell and LGI.
5. During the time that Mitchell and LGI entered into the Utility Easement and LGI sought to obtain the reclamation permits discussed herein, the Mitchell Property was owned jointly by Mitchell and Elizabeth Mitchell, his spouse. Ms. Mitchell has since passed away and Mitchell is now the sole owner of the Property.
6. LGI wished to obtain easements over Mitchell's Property for the purposes of constructing, installing, and maintaining certain sanitary and storm sewer improvements until such time as LGI dedicated such improvements to the Town of Bennett.
7. Pursuant to the Utility Easement, the Parties agreed, among other terms, that:

- a. Mitchell granted LGI those certain easements as were desired by LGI and described in the Utility Easement. *See* Utility Easement at ¶¶ 1-5.
 - b. LGI was responsible to obtain any and all permitting required for, and to comply with all regulations related to, the development work it planned to undertake. *See* Utility Easement at ¶ 15.
 - c. LGI agreed to purchase and extract fill material from Mitchell's Property in the amounts and at the prices described in the Utility Easement, which LGI was to use in developing the LGI Property and for reclamation of the Mitchell Property. *See* Utility Easement at ¶ ¶ 5(c), 9-12.
8. On December 17, 2018, Mitchell and LGI entered into a First Amendment to Utility Easement in order to amend certain provisions of the Utility Easement. As the amended provisions are not substantive to this appeal, they are not enumerated herein.
 9. On May 24, 2019, DRMS received LGI's two applications for Construction Materials Special 111 Operation Reclamation Permits. These were accepted as Permit Nos. M-2019-029 (identified as Borrow Site for Bennet Crossing Filing 2 (Parcel 1)) and M-2019-030 (identified as Borrow Site for Bennett Crossing Filing 2 (Parcel 2)), respectively.^{1, 2}
 10. Pursuant to the applications, LGI sought to mine "dirt and earthen material" from Parcels 1 and 2 of the Mitchell Property ("Permitted Areas").
 11. On June 10, 2019, DRMS approved Permit Nos. M-2019-029 and M-2019-030.^{3, 4}

¹ <https://dnrweblink.state.co.us/drms/0/doc/1278857/Page1.aspx?searchid=a99ae0eb-3a6a-42ab-8f41-943c48750273>.

² <https://dnrweblink.state.co.us/drms/0/doc/1278859/Page1.aspx?searchid=b9950776-3972-493a-8308-ac25af7bdbfb>.

³ <https://dnrweblink.state.co.us/drms/0/doc/1280287/Page1.aspx?searchid=a99ae0eb-3a6a-42ab-8f41-943c48750273>.

⁴ <https://dnrweblink.state.co.us/drms/0/doc/1280285/Page1.aspx?searchid=b9950776-3972-493a-8308-ac25af7bdbfb>.

12. LGI commenced mining operations in the Permitted Areas pursuant to Permit Nos. M-2019-029 and M-2019-030 (“Mining Operations”).
13. During the course of the Mining Operations, LGI also excavated portions of the Mitchell Property outside of the Permitted Areas (“Unpermitted Excavations”). These Unpermitted Excavations were not undertaken pursuant to Permit Nos. M-2019-029 and M-2019-030 or any other reclamation permit.
14. LGI ultimately used some of the material excavated from the Unpermitted Excavations in the reclamation of the Permitted Areas.
15. In addition, excavated material from the Unpermitted Excavations is currently stockpiled along the boundary or boundaries of the Permitted Areas.
16. The Unpermitted Excavations have not been properly reclaimed and currently remain as open, unpermitted excavations on the Mitchell Property.
17. Furthermore, the Permitted Areas themselves have not been reclaimed to Mitchell’s satisfaction, in conformity with the standards of reclamation imposed upon LGI. Pursuant to the application approved by DRMS, proper reclamation of the Permitted Areas is necessary. “The landowner requires the site to be restored to the same or as good a condition as existed immediately preceding the removal of the fill material.” *See* Permit No. M-2019-029, Exhibit D, ¶2. Among other matters, the reconstructed grading is incorrect and inadequate; fill materials are inadequate, impaction is incomplete, reseeding is inconsistent: and, materials remain extracted without removal.

18. On July 20, 2021, DRMS received LGI's Request for Full or Partial Release of Permit Area/Surety for Permit Nos. M-2019-029 and M-2019-030 ("Requested Release").^{5,6}
19. On August 5, Mitchell submitted an Objection to the Requested Release, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**. Mitchell's Objection identified the insufficient reclamation of the Permitted Areas known as of that date.
20. On August 27, 2021, Patrick Lennberg, Environmental Protection Specialist, DRMS, inspected the Permitted Areas with Mitchell and Kacy Flemons, PE, representative for LGI.
21. Contrary to the assertions contained in this Petition, any statements made by Mitchell on August 27, 2021, were made while under pressure to accept the undertakings of LGI as Mitchell understood, at that time, that he was under pressure from the Town of Bennett to allow LGI to move forward with its bond releases, and therefore he felt obligated to agree with DRMS and LGI.
22. On September 13, 2021, DRMS approved LGI's Requested Releases for Permit Nos. M-2019-029 and M-2019-030.^{7, 8}
23. Pursuant to the DRMS approval of the Requested Releases, "the Division is required to wait thirty (30) days from the approval date to allow for appeal of the Division's decision. Once this period closes and no appeal has been submitted the decision will be final."

⁵ <https://dnrweblink.state.co.us/drms/0/doc/1338081/Page1.aspx?searchid=6510063d-92d8-45ea-a994-96eab553707>.

⁶ <https://dnrweblink.state.co.us/drms/0/doc/1338082/Page1.aspx?searchid=97700f85-0a77-4f62-bca4-ca4f6b04d014>.

⁷ https://dnrweblink.state.co.us/drms/0/edoc/1342645/2021-09-14_REVISION%20-%20M2019029.pdf?searchid=82ed0ab4-2d82-4be0-9457-21b2233b69c9.

⁸ [https://dnrweblink.state.co.us/drms/0/edoc/1342565/2021-09-13_REVISION%20-%20M2019030%20\(2\).pdf?searchid=8fba7bcb-e37e-4042-abe4-4b6078364589](https://dnrweblink.state.co.us/drms/0/edoc/1342565/2021-09-13_REVISION%20-%20M2019030%20(2).pdf?searchid=8fba7bcb-e37e-4042-abe4-4b6078364589).

24. The Unpermitted Excavations, from which fill material was excavated outside of the Permitted Areas and without a reclamation permit, have not been properly reclaimed and currently remain as open, unpermitted excavations.

III. STATUTORY AND REGULATORY REQUIREMENTS

A. Mining and Reclamation

1. Prior to commencing mining operations, an operator must obtain a reclamation permit pursuant to C.R.S. §§ 34-32.5-110, 34-32.5-111, or 34-32.5-112. C.R.S. § 34-32.5-109(1).
2. DRMS Rule 3.3.1 (2) and (3) states:

Operators who mine substantial acreage beyond their approved permit boundary may be found to be operating without a permit. Any Operator who operates without a permit shall be subject to a civil penalty of not less than one thousand dollars (\$1,000) per day nor more than five thousand dollars (\$5,000) per day for each day the land has been affected. Such penalties shall be assessed for a period not to exceed three hundred and sixty-five (365) days.

Any Person conducting exploration without filing a Notice of Intent as required under the Act shall be subject to a civil penalty of not less than fifty dollars (\$50) nor more than two hundred dollars (\$200) per day for each day the land has been affected. Such penalties shall be assessed for not less than one (1) day and not more than sixty (60) days. (4) In addition to the civil penalties imposed in Rules 3.3.1(2) and (3), the Board shall also assess a civil penalty in an amount not less than the amount necessary to cover the Office's costs expended in investigating the alleged violation.

3. Pursuant to page 4 of the Application [page 5 of PDF], LGI acknowledged that "If your mining and reclamation operations affect areas beyond the boundaries of an approved permit boundary, substantial civil penalties may result to you as permittee[.]"
4. Reclamation must also be undertaken pursuant to C.R.S. § 34-32.5-103(19):

"Reclamation" means the employment, during and after an operation, of procedures reasonably designed to minimize as much as practicable the disruption from an operation and provide for the establishment of plant cover, stabilization of soil, protection of

water resources, or other measures appropriate to the subsequent beneficial use of the affected lands. Reclamation shall be conducted in accordance with the performance standards of this article.

B. Appeals

1. DRMS Rule 1.4.11 (1) states, in relevant part:

Any person who can demonstrate that they are directly and adversely affected or aggrieved by an action of the Office, including a decision to grant or deny a permit application, other than an application considered under the provisions of Rule 1.4.9, and whose interests are entitled to legal protection under the Act may petition for a hearing before the Board on such action within...

(b) thirty day[s of the date of the Office decision] for an appeal of any other Office decision; and

(c) Such hearings before the Board shall comply with this Rule and Section 24-4-105, C.R.S.

(d) Such petitions for a hearing shall state how the petitioner is directly and adversely affected or aggrieved by the Office's decision, and how the petitioner's interests are entitled to protection under the Act. The petitioner shall list and explain any issue the petitioner believes should be considered by the Board at the hearing on the matter. The petition for a hearing shall specify the application or file number assigned by the Office.

2. DRMS Rule 4.19(1) – (2) states:

Any person directly and adversely affected or aggrieved by an Office decision to approve or deny the request for reclamation responsibility release and whose interest is entitled to protection under the Act may appeal the decision to the Board by submitting a request for Administrative Appeal to the Office according to the provisions of Rule 1.4.11. The request for Administrative Appeal must specify the basis for being directly and adversely affected or aggrieved, a statement of why the person's interest is protected by the Act, the permit number assigned by the Office and include a statement of the factual and legal issues presented by the appeal.

If the Office decision to release a Permittee from reclamation liability is reversed by the Board on appeal, all outstanding obligations under the permit, the financial warranty, and the performance warranty shall remain in effect.

IV. FACTUAL AND LEGAL ISSUES ON APPEAL

1. Has LGI failed to reclaim the permitted areas in accordance with applicable regulations?
2. Has LGI a) excavated mined acreage outside of the Permitted Areas and b) done so without a reclamation permit as required by Colorado mining statutes and rules?
3. Have the Unpermitted Excavations been properly reclaimed or do they currently remain as open, unpermitted excavations on the Mitchell Property?
4. DRMS's decision to approve the Release Requests, despite LGI's violations of the terms of the Permits, will directly and adversely affect Mitchell.
5. Will Mitchell become liable for reclamation of the Unpermitted Excavations, despite the fact that LGI is at fault for the violations?
6. Is Mitchell entitled to an evidentiary hearing?
7. Is the decision reasonably based upon the record of the inspection or is it arbitrary and capricious?

V. REQUEST FOR ADMINISTRATIVE RELIEF

WHEREFORE, Mitchell respectfully requests that the Board hold an evidentiary hearing to reconsider and reverse the Office decision to release LGI from reclamation liability with regard to Permit Nos. M-2019-029 and M-2019-030 until LGI complies with statutory and regulatory requirements, including but not limited to the reclamation of any property of Mitchell to the level of completion contemplated by the Permits and subject to Mitchell's reasonable satisfaction and acknowledgment of completion, together with the imposition of any further requirements as shall be determined on appeal by the Board.

Dated October 12, 2021.

HOLSINGER LAW, LLC

Original on file at Holsinger Law, LLC

By: /s/ Jack Silver

By: /s/ Terry Jo Epstein

Jack Silver (3891)

Terry Jo Epstein (17794)

Attorneys for Petitioner Rick Mitchell

EXHIBIT A

AFTER RECORDING, RETURN TO:
LGI Homes – Colorado, LLC
14205 SE 36th Street, Suite 100
Bellevue, WA
Attn: Tim Bruggman

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Agreement"), dated as of the last date set forth below ("Effective Date"), is between RICK W. MITCHELL AND ELIZABETH J. MITCHELL (collectively, "Grantor"), and LGI HOMES – COLORADO, LLC, a Colorado limited liability company ("LGI").

Recitals

A. Grantor owns that certain real property located in the Town of Bennett ("Town"), County of Adams ("County"), State of Colorado as shown on Exhibit A attached hereto and incorporated herein by this reference ("Grantor's Property").

B. LGI entered into a subdivision improvement agreement ("SIA") with the Town in connection with the development of certain real property in the vicinity of Grantor's Property, as shown on Exhibit B attached hereto and incorporated herein by this reference ("LGI's Property"). LGI desires to obtain two non-exclusive easements over and across Grantor's Property for the purposes of constructing, installing and maintaining certain sanitary and storm sewer improvements (defined below as the "Improvements"), until such time as LGI dedicates such Improvements to the Town pursuant to the terms of the SIA. Grantor desires to grant such an easement.

C. Grantor is also in the process of entering into with the Town that certain non-exclusive easement entitled "Easement Deed (Utilities)" (referred to herein as the "Town Easement"), so that the Town will have access across Grantor's Property to maintain, repair and operate the Improvements upon the expiration of the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and LGI agree as follows:

Agreement

1. Sanitary Sewer Easement. Grantor does hereby grant, bargain, sell, convey and confirm unto LGI and its successors, assigns, employees, agents, representatives, contractors and consultants (collectively, "LGI Parties"), over, across, under and upon that portion of Grantor's Property depicted on Exhibit C and more particularly described on Exhibit D attached hereto (the "Sanitary Easement Area"), above ground and below ground, a permanent non-exclusive easement (varying in width from fourteen and one-tenth feet (14.10') to forty feet (40') as described in Exhibits C and D) to construct, install, operate, maintain, repair and replace utility improvements and facilities, consisting of one underground sanitary sewer pipeline and any reasonably necessary and related outlets, culverts, vaults, manholes and similar improvements ("Sanitary Improvements") together with such rights of ingress and egress reasonably required to access the Sanitary Easement Area for the use and enjoyment of the rights granted under this Agreement (collectively, the "Sanitary Easement").

2. Storm Sewer Easement. Grantor does hereby grant, bargain, sell, convey and confirm unto the LGI Parties, over, across, under and upon that portion of Grantor's Property depicted on Exhibit E and

EXHIBIT A

more particularly depicted on Exhibit F attached hereto (the "Storm Easement Area"), above ground and below ground, a permanent non-exclusive easement (not to exceed thirty feet (30') in width) to construct, install, operate, maintain, repair and replace utility improvements and facilities, consisting of one underground storm sewer pipeline and any reasonably necessary and related outlets, culverts, vaults, manholes and similar improvements ("Storm Improvements") together with such rights of ingress and egress reasonably required to access the Storm Easement Area for the use and enjoyment of the rights granted under this Agreement (collectively, the "Storm Easement"). For the purposes of this Agreement, the Storm Easement and the Sewer Easement are collectively referred to as the "Utility Easements;" the Storm Improvements and the Sewer Improvements are collectively referred to as the "Improvements;" and, the Storm Easement Areas and the Sanitary Easement Areas are collectively referred to as the "Utility Easement Areas."

3. Term. The term of this Agreement shall commence on the Effective Date, and expire upon LGI's dedication and conveyance of the Improvements to the Town. Upon the expiration of the term, LGI shall at its sole expense immediately cause a release ("Release") of the Utility Easements to be recorded in the real property records of the Clerk and Recorder's office of Adams County (the "Records"), and LGI will then record the Town Easement in the Records and concurrently provide a recorded copy of the Release to the Grantor.

4. Temporary Easement. In addition to the Utility Easements, Grantor does hereby grant, bargain, sell, convey and confirm unto LGI and the LGI Parties, temporary, non-exclusive easements ("Temporary Easements") over, across, under and upon those portions of Grantor's Property that are seventy-five feet (75') on each side of the Sanitary Easement's centerline, and seventy-five feet (75') on the east and north side of the Storm Easement's centerline (collectively, the "Temporary Easement Areas"), to access, construct, operate, maintain, repair and replace the Improvements. The term of the Temporary Easements shall commence upon the Effective Date, and expire upon LGI's completion of the construction of the Improvements.

5. Completion of Construction of the Improvements. LGI shall not commence construction of the Improvements until LGI receives Town approval ("Plan Approval") of the construction plans for the Improvements and for the Grading Plan (as defined below).

(a) Upon receipt of Plan Approval, LGI shall promptly deliver written notice thereof to Grantor, which notice shall contain the date the Town issued Plan Approval (the "Plan Approval Date").

(b) LGI and the LGI Parties shall complete the construction of the Improvements no later than twelve (12) months from the Plan Approval Date.

(i) For purposes of this Agreement, LGI shall be deemed to have "completed construction of the Improvements" only upon its receipt of formal written approvals of the construction work on the project from all governmental bodies having construction approval authority over the Improvements, including, without limitation, the Town. The Town's formal written approval of the construction work shall mean the Town's "conditional acceptance" of the Improvements as described in LGI's and the Town's Subdivision Agreement recorded on June 9, 2017 at Reception No. 2017000049694 in the office of the Adams County Clerk and Recorder.

(ii) If construction of the Improvements is not completed by twelve (12) months from the Plan Approval Date, LGI shall pay to Grantor, as liquidated damages, and not as a penalty, the sum of Five Hundred and 00/00 Dollars (\$500.00) per day for each day thereafter until construction is complete. The Parties agree that determination of precise damages is difficult to quantify or estimate and that the liquidated damages set forth above is a reasonable estimate of Grantor's actual presumed damages.

EXHIBIT A

(iii) In no event shall construction of the Improvements extend beyond December 31, 2019. If LGI has not completed construction of the Improvements by December 31, 2019, this Agreement is terminated and all rights of LGI under this Agreement are void, rescinded, and of no further force or effect. If this were to occur, LGI shall immediately vacate any Easement Areas and restore those areas to the same or as good a condition as existed prior to commencement of the work and leave all improvements in place and the improvements shall become the sole property of Grantor.

(c) To the extent that LGI needs any structural fill ("Fill") to construct the Improvements, or to otherwise reclaim all or any part of Grantor's Property, LGI shall notify Grantor in writing of such need for Fill no later than 5 days after the Plan Approval Date. Upon such notification, LGI shall purchase such Fill from Grantor at Four Dollars and 50/100 (\$4.50) per cubic yard. LGI shall pay for such Fill in certified funds no later than January 10, 2019.

6. Grading. LGI will obtain a grading plan to grade the excavated portion of Grantor's Property (the "Grading Plan"), which Grading Plan will include at a minimum a 3:1 slope for the south wall of Pit 2 within and around the Storm Easement, as further described below. On or before LGI's completion of the construction of the Improvements, LGI shall complete the grading (the "Grading") of Grantor's Property according to the Grading Plan.

7. Pit 2. On or before LGI's completion of construction of the Improvements, LGI shall reclaim the south wall of Mitchell Pit 2 M-1990-13 ("Pit 2") to complete the 3:1 slope and otherwise meet any other reclamation requirements within and around the Storm Easement of Pit 2 of any governmental jurisdiction for the south wall of Pit 2, including, without limitation, those requirements of the Town or the Colorado Division of Reclamation, Mining and Safety. LGI shall not be responsible for any reclamation outside of the Storm Easement Area or the 3:1 slope for the Storm Easement Area of Pit 2. Grantor shall reasonably cooperate with Grantee and provide assistance with obtaining any permits, agreements or approvals required in connection with the reclamation work.

8. Consideration for the Easements. As consideration for Grantor granting to LGI the Utility Easements and Temporary Easements (collectively, the "Easements"), within five (5) days of Grantor delivering to LGI an original of this Agreement, and an original of the Town Easement, both executed by Grantor, and in recordable form, LGI shall deliver to Grantor a certified check in the amount of Fifty Seven Thousand and Five Hundred Dollars and No/100 (\$57,500.00).

9. Purchase of Contemplated Fill. As additional consideration for Grantor granting to LGI the Easements, LGI agrees to acquire from Grantor up to Two Hundred Twenty Five Thousand (225,000) cubic yards of Fill for LGI's use in the development of LGI's Property, all at a cost of Four Dollars and 50/100 (\$4.50) per cubic yard, as follows:

(a) LGI contemplates it will need a minimum of 100,000 cubic yards of Fill. No later than 5 days after the Plan Approval Date, LGI shall pay grantor Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) in certified funds for that 100,000 cubic yards of Fill, and LGI shall have the right to immediately excavate and remove the additional Fill from Grantor's Property.

(b) LGI contemplates it may need up to an additional 125,000 cubic yards of Fill ("Additional Fill"). No later than 5 days after the Plan Approval Date, LGI shall notify Grantor in writing of the amount of additional Fill that LGI needs. Upon such notification, LGI shall purchase the Additional Fill from Grantor, and LGI shall have the right to immediately excavate and remove the additional Fill from Grantor's Property. LGI shall pay Grantor in certified funds for this Additional Fill on January 10, 2019.

EXHIBIT A

10. Purchase of Excess Fill. If LGI needs more than Two Hundred Twenty Five Thousand (225,000) cubic yards of Fill ("Excess Fill") to develop LGI's Property or otherwise reclaim Grantor's Property, LGI agrees to purchase the Excess Fill from Grantor at a cost of Four Dollars and 50/100 (\$4.50) per cubic yard of Excess Fill. No later than 5 days after the Plan Approval Date, LGI will notify Grantor of the amount of any Excess Fill LGI requires. LGI shall pay in certified funds for any Excess Fill on January 10, 2019, but LGI shall have the right to immediately excavate and remove the Excess Fill upon LGI's notification to Grantor that LGI will purchase Excess Fill from Grantor.

11. Fill Purchased from Grantor Only. LGI agrees that any Fill it needs to complete development of LGI's Property, or to otherwise reclaim Grantor's Property, shall be purchased from Grantor at a cost of Four Dollars and 50/100 (\$4.50) per cubic yard of Fill.

12. Fill Removal and Transport. At its sole expense, LGI will arrange for the excavation and transport of the Fill from Grantor's Property to LGI's Property or other areas on Grantor's Property, which shall occur no sooner than 5 days after the Plan Approval Date, upon written notice from LGI to Grantor. Grantor hereby grants to the LGI Parties a temporary license to access Grantor's Property, excavate and remove the Fill from Grantor's Property, and to perform the Grading using heavy equipment and other means customarily used in the process of excavating and transporting fill dirt.

13. Non-Interference. Grantor shall not unreasonably or materially interfere with the LGI Parties' use of the Easements or exercise of their rights under this Agreement; or construct any building, fence, wall, curb, barrier, structure or other improvement in or on Grantor's Property which would unreasonably impair such rights of the LGI Parties.

14. Grantor's Retained Rights. Except and only as expressly limited herein, Grantor reserves any and all rights to use, possess, or control the Utility Easement Areas and Temporary Easement Areas (collectively, the "Easement Areas") for any and all purposes, including, but not limited to, the right to convey or grant other easements or other rights to others within the Easement Areas.

15. LGI's Obligations. The LGI Parties shall (a) perform all work within Grantor's Property in a reasonable and workmanlike manner and in accordance with all applicable legal requirements (including, but not limited to, the rules and regulations of the Colorado Division of Reclamation, Mining and Safety; (b) be responsible for obtaining, at no expense to Grantor, all governmental and quasi-governmental permits and approvals required in connection with the LGI Parties' use of the Easement Areas and Grantor's Property; (c) repair any damage that the LGI Parties cause to any land or improvements on Grantor's Property; (d) restore the surface of the Easement Areas and excavated areas of Grantor's Property (using the topsoil stockpiled from the Easement Areas and grading of Grantor's Property) to the same or as good a condition as existed immediately prior to the commencement of any surface disturbing activities permitted hereunder; and (e) seed the restored surface of the excavated area of Grantor's Property with grass TBD by the Grantor at time of seeding.

16. Insurance and Reclamation Bond. LGI Parties, before entering on Grantor's Property in connection with the rights granted pursuant to the Easements, shall at their sole expense, obtain, maintain or post the following:

(a) A policy of commercial general liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate, with an insurance company authorized to conduct business in Colorado. The policy shall name Grantor as additional insureds.

(b) A cash bond with the Grantor equal to double the estimated cost of restoring the affected land to the same or as good a condition as it was in prior to the installation of the Improvements.

EXHIBIT A

The bond shall not be released until Grantor is satisfied that the affected land has been restored to the same or as good a condition as existed prior to installation of the Improvements.

17. No Liens. LGI shall keep Grantor's Property free from all liens of mechanics, materialmen or others furnishing labor, supplies, or materials for the Easement Areas to or on behalf of the LGI Parties ("Liens", or a "Lien"). LGI shall cause any Lien recorded against Grantor's Property to be discharged of record within ninety (90) days after such Lien was recorded in the Records, by payment, posting of a statutory bond with the appropriate court, or otherwise. If a final judgment establishing the validity or existence of a Lien for any amount is entered, LGI shall pay and satisfy such judgment.

18. Release and Indemnification. To the fullest extent permitted by law or equity, and except in the event of Grantor's (or of any party acting by, through or on behalf of Grantor) negligence or intentional act, LGI hereby waives, releases and indemnifies Grantor for, from, and against any claims, causes of actions, damages or injuries arising from or in any way related to the LGI Parties' use of the Easements or the Easement Areas under the rights granted hereunder.

19. Assignment to Permitted Transferee. Upon Grantor's advance written consent, which shall not be unreasonably withheld, conditioned or delayed, LGI, may assign and/or delegate its rights and obligations under this Agreement to a homeowners' association formed with respect to LGI's Property, or to the Town, County, or any governmental or quasi-governmental entity. In no event shall any homebuyer acquiring a residence from LGI, its successors or assigns have any liability under this Agreement.

20. Force Majeure. Where LGI cannot perform its obligations hereunder in a timely manner due to unusually harsh weather conditions, strikes, lockouts, unavailability or shortages of labor or materials, Acts of God or other circumstances beyond the reasonable control of LGI, the applicable deadline by which LGI is to perform such obligation shall be extended for a reasonable time commensurate with such unusually harsh weather conditions, strikes, lockouts, unavailability or shortages of labor or materials, Acts of God or other circumstances beyond the reasonable control of LGI, as applicable.

21. Enforcement. Each party is entitled to all remedies at law or in equity for the enforcement of this Agreement. In any action brought to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights or obligations of any party hereunder, the prevailing party shall be awarded all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by such party in connection with such action.

22. Notices and Communications. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally, by electronic mail, first class mail, or by nationally recognized overnight courier for next-day or next-business-day delivery, to the address of the intended recipient at its address as set forth below, or to such other addresses as either Grantor or LGI may from time to time designate in writing and deliver in a like manner.

To Grantor:

Mitchell
P. O. Box 10
Bennett, CO 80102-7890
Email: mitcheller@comcast.net

To LGI:

LGI Homes – Colorado, LLC
14205 SE 36th Street, Suite 100
Bellevue, WA
Email: tim.bruggman@lgihomes.com

EXHIBIT A

23. Recording. LGI shall record this Agreement in the Records, at LGI's expense.

24. Title. Grantor warrants that Grantor owns Grantor's Property in fee simple and that Grantor has the lawful authority to grant the Easements and to make and enforce the covenants and promises herein.

25. Governing Law. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of Colorado.

26. Headings. The section headings used in this Agreement are for convenience only and may not be considered in construing the meaning of any provision of this Agreement.

27. Successors and Assigns. This Agreement and the Easements granted hereunder shall run with Grantor's Property and LGI's Property, and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

28. Time for Performance; Business Days. If any time period set forth in this Agreement expires on a Saturday, Sunday, or state or federal holiday, the time for performance shall be extended to the next day which is not a Saturday, Sunday, or state or federal holiday.

29. Counterparts; Facsimile Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument. Signatures transmitted by facsimile transmission are effective for all purposes.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last written below.

GRANTOR:

Rick W. Mitchell
RICK W. MITCHELL

July 11, 2018
Date

Elizabeth J. Mitchell
ELIZABETH J. MITCHELL

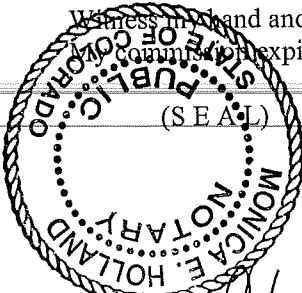
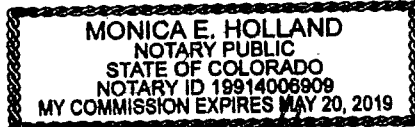
July 11, 2018
Date

ACKNOWLEDGMENTS

STATE OF Colorado)
)ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 11th day of July, 2018, by Rick W. Mitchell.

Witness my hand and official seal.
My commission expires on: _____

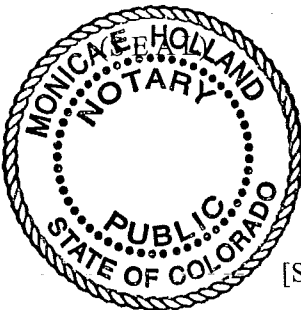
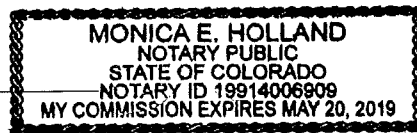


Monica E. Holland
Notary Public

STATE OF Colorado)
)ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 11th day of July, 2018, by Elizabeth J. Mitchell.

Witness my hand and official seal.
My commission expires on: _____



Monica E. Holland
Notary Public

[LGI'S SIGNATURE ON NEXT PAGE]
[SIGNATURES TO UTILITY EASEMENT, CONTINUED]

EXHIBIT A

LGI:

LGI HOMES – COLORADO, LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

Date: _____, 2018

STATE OF _____)

)ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____ as _____ of LGI Homes – Colorado, LLC, a Colorado
limited liability company.

Witness my hand and official seal.

My commission expires on: _____

(S E A L)

Notary Public

EXHIBIT A

EXHIBIT A

Grantor's Property

(see attached)

Recorded at _____ o'clock _____ M., _____

Reception No. _____

BOOK 3215 PAGE 287

Robert H. Close & Central Bank of Denver, Colorado, a Colorado Corporation
as Co-Personal Representative of the Estate of Audrey B. Mitchum, deceased
whose address is P.O. Box 17289, Denver 80217

686433 County of Denver, and State of

Colorado, for the consideration of \$10 and other
good & valuable consideration Dollars, in hand paid,

hereby sell(s) and quit claim(s) to Rick W. Mitchell and
Elizabeth J. Mitchell as joint tenants
whose address is 804 Madison Street, Bennett 80102

Oct 14 8 00 AM '86
WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.

686433

County of Adams, and State of Colorado, the following real

property, in the County of _____, and State of Colorado, to wit:

Legal Description attached as "Exhibit A"
Notwithstanding the legal description referring to two parcels, the
land conveyed hereby is conveyed as a single parcel of property.
Together with all water rights, appurtenant to said property, if
any.
Together with all mineral rights.

also known as street and number vacant land
with all its appurtenances

Signed this 6th day of October, 1986

Robert H. Close
Robert H. Close as Co-Personal
Representative of the Estate of
Audrey B. Mitchum

Central Bank of Denver
Central Bank of Denver, Colorado
as Co-Personal Representative of
the Estate of Audrey B. Mitchum,
deceased

STATE OF COLORADO,

City & County of Denver

ss.

The foregoing instrument was acknowledged before me this
day of 6th October, 1986, by *Harlan L. Cyphers & Robert H. Close*

My commission expires 2/10/90
Witness my hand and official seal



Nancy J. Graf
Notary Public

BOOK 3215 PAGE 288

EXHIBIT A: Attached to and made a part of Quit Claim Deed from ROBERT H. CLOSE, Co-Personal Representative and CENTRAL BANK OF DENVER, a Colorado Corporation, Co-Personal Representative of the Estate of Audrey B. Mitchem, deceased to: RICK W. MITCHELL and ELIZABETH J. MITCHELL

Covering the Land in the State of Colorado, County of Adams Described as:

0109 A parcel of land situated in the NE1/4, Section 34, and the SE1/4, Section 27, both being in Township 3 South, Range 63 West of the 6th P.M., more particularly described as follows:

BEGINNING at the Southwest corner of said SE1/4, Section 27, thence along the West line of said SE1/4 N00°49'02"W a distance of 793.28 feet; thence N89°10'58"E a distance of 25.00 feet; thence N00°49'02"W a distance of 224.06 feet to a point on a curve the center of which bears S10°40'50"W, said point also being on the Southerly R-O-W line of State Highway 36; thence along said Southerly R-O-W line the following four courses:

- 1) along said curve to the right having a radius of 1860.00 feet, a central angle of 31°13'04", an arc length of 1013.43 feet to a point of tangency;
 - 2) along said tangent S48°06'06"E a distance of 26.11 feet;
 - 3) S41°53'54"W a distance of 100.00 feet;
 - 4) S48°06'06"E a distance of 781.17 feet;
- thence departing said Southerly R-O-W line S15°31'46"W a distance of 1344.07 feet to a point on the South line of the N1/2 of the NE1/4 of Section 34; thence S89°22'05"W along said South line a distance of 1069.97 feet to the Southwest corner of the N1/2 of the NE1/4 of Section 34; thence along the West line of said NE1/4 N00°31'15"W a distance of 1346.13 feet to the POINT OF BEGINNING. EXCEPT that portion thereof that may lie within that tract of land conveyed to Adams County by deed recorded January 23, 1931 in Book 194 at Page 465.

and

A109A A parcel of land situated in the NE1/4 of Section 34; Township 3 South Range 63 West of the 6th P.M., more particularly described as follows: BEGINNING at the Southeast corner of the N1/2 of the NE1/4 of said Section 34; thence S89°22'05"W along the South line of the N1/2 of the NE1/4 section 34 a distance of 1564.31 feet; thence N15°31'46"E a distance of 1344.07 feet to the Southerly right of way line of State Highway 36;

BOOK 3215 PAGE 289

thence Southerly along said State Highway 36 the following three courses:

- 1) S48°06'06"E a distance of 935.53 feet;
- 2) N41°53'54"E a distance of 100.00 feet;
- 3) S48°06'06"E a distance of 588.80 feet to the East line of said Section 34;

then S00°30'40"E along the East line of Section 34 a distance of 334.24 feet to the POINT OF BEGINNING;

EXCEPT that portion thereof that may lie within that tract of land conveyed to Adams County by Deed recorded January 23, 1931 in Book 194 at Page 465.

AND EXCEPTING THE WESTERLY 30 FEET FOR AN INGRESS AND EGRESS EASEMENT.

County of Adams, State of Colorado.

3-3

EXHIBIT * B *

LEGAL DESCRIPTION

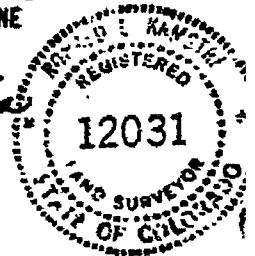
A parcel of land located in the NE 1/4 of Section 34, Township 3 South, Range 63 West of the 6th P.M., Adams County, State of Colorado more particularly described as follows:

Commencing at the N 1/4 of said Section 34; thence S 0°31'15" E along the West line of the NE 1/4 of said Section 34, a distance of 1346.13 feet to the True Point of Beginning; thence N 89°22'05" E, a distance of 2634.28 feet to a point on the East line of the NE 1/4 of said Section 34; thence S 0°30'40" E along said East line, a distance of 425.00 feet; thence S 89°22'05" W, a distance of 2634.21 feet to a point on the West line of the NE 1/4 of said Section 34; thence N 0°31'15" W along said West line, a distance of 425.00 feet to the True Point of Beginning.
Containing 25.70 acres more or less.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP OF THE PROPOSED LANDS TO BE ANNEXED TO THE TOWN OF BENNETT, COLORADO WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT THIS MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT MORE THAN ONE-SIXTH OF THE EXTERIOR BOUNDARY OF THE PROPOSED LANDS TO BE ANNEXED IS CONTIGUOUS TO THE PRESENT BOUNDARY LINE OF THE TOWN OF BENNETT, COLORADO.

Ronald L. Kamstra
RONALD L. KAMSTRA
P.L.S. 12031



DATE OF CERTIFICATION 2-28-89

REPORTING UNIT

3. Several of sand located in the 1st 1/4 of Section 24, Township 3 South, Range 48 West of the 1st P.M., Meade County, State of Colorado more particularly described as follows:

Connecting at the N 1/4 of said section 34, thence S 03°15'15" E along the West line of the SE 1/4 of said Section 24, a distance of 234.38 feet to a point on the West line of the SE 1/4 of said section 34, thence S 03°15'15" E, a distance of 252.61 feet to a point on the West line of the N 1/4 of said Section 24, thence S 03°15'15" E along said West line, a distance of 431.00 feet to the True Point of Beginning.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS MAY OF THE PROPOSED LANDS TO BE AMENDED TO THE TOWN OF BERNHARTT, CO. ORANGE WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT THIS MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT MORE THAN ONE-SIXTH OF THE EVIDENCE SUBMITTED BY THE PROPOSED LANDS TO BE AMENDED IS CONTRADICTORY TO THE PRESENT BOUNDARY LINE OF THE TOWN OF BERNHARTT, CO. ORANGE.

12021

DATE OF CERTIFICATION 3-22-83

PAYOR'S CERTIFICATE

THE MASTER OF THE TOWN OF BLENHEIM, CO. CALIF., A CIVIL CORPORATION IN THE COUNTY OF ALABAMA, STATE OF CALIFORNIA, HERETOFORERESTS THAT THE TRACT OF LAND REPRESENTED BY AN EXCERPT ON THIS MAP WAS ALREADY ACCEPTED FOR ANTIATION BY THE TOWN OF BLENHEIM, CALIFORNIA BY RESOLUTION NUMBER 100, WHICH BECAME EFFECTIVE ON 10-11-1964.

REPORT, TEST OF SUBJECT, DOUGLAS

APPROVED: _____
SPECIAL AGENT IN CHARGE

COUNTY CLERK AND RECORDS: CERTIFICATE
THIS MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY
CLERK AND RECORD OF ADAMS COUNTY, COLORADO, AT
THE DAY OF A.B. 1911 AT RECEIPT NO. 10011
IN FILE AT MAP NUMBER

CHARITY CLEAN AND WASHES

FILE NO. _____
NO. _____

BENNETT

FILE NO. _____
NO. _____
RECEPTION NO. _____

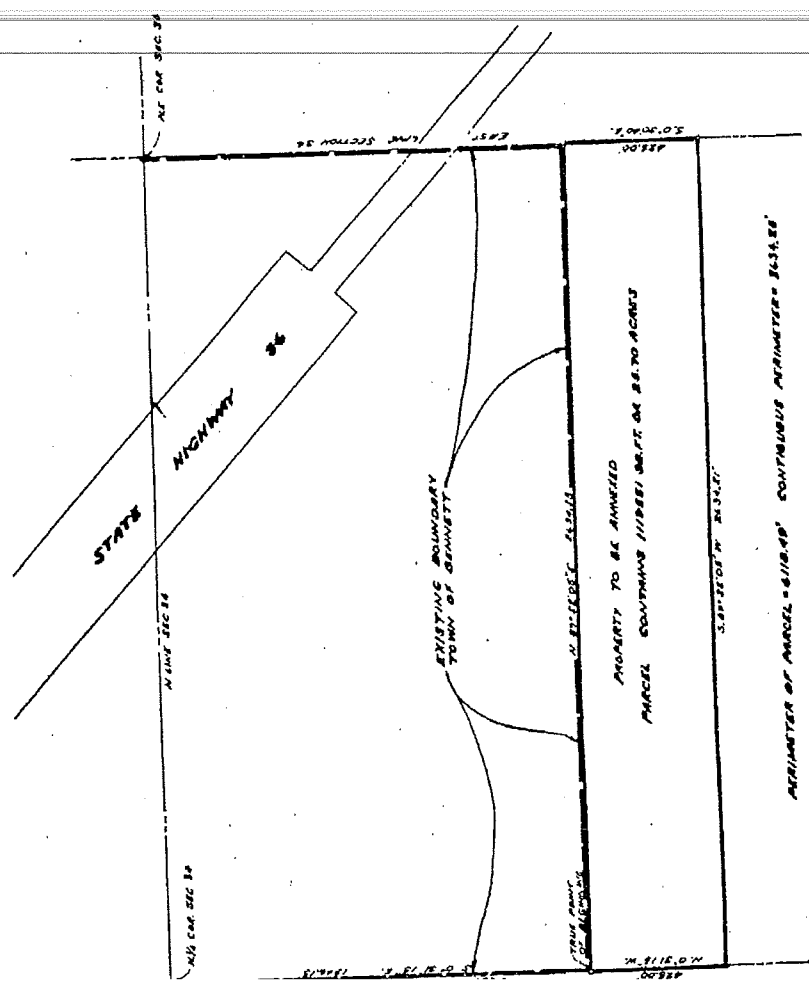


EXHIBIT A

EXHIBIT B

LGI's Property

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN; TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 TO BEAR NORTH 89°02'47" EAST, A DISTANCE OF 2,642.90 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE, ALONG SAID NORTH LINE NORTH 89°02'47" EAST, A DISTANCE OF 960.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°02'47" EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 1,682.90 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 34;

THENCE SOUTH 00°22'10" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,169.15 FEET;

THENCE THE FOLLOWING SIX (6) COURSES;

1. SOUTH 89°34'20" WEST A DISTANCE OF 1,557.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,144.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°05'35", AN ARC LENGTH OF 540.95 FEET;
3. NORTH 44°07'58" WEST A DISTANCE OF 247.29 FEET;
4. NORTH 00°24'33" WEST A DISTANCE OF 340.77 FEET;
5. SOUTH 89°34'20" WEST A DISTANCE OF 65.00 FEET;
6. NORTH 00°24'33" WEST A DISTANCE OF 453.89 FEET TO A POINT ON A LINE 300.00 SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34;

THENCE NORTH 89°02'47" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 334.95 FEET;

THENCE NORTH 00°57'13" WEST A DISTANCE OF 82.00 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER C0967828 IN SAID RECORDS;

THENCE, ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES;

1. NORTH 89°02'47" EAST A DISTANCE OF 300.00 FEET;
2. NORTH 00°57'13" WEST A DISTANCE OF 218.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 57.801 ACRES, (2,517,799 SQUARE FEET), MORE OR LESS.

EXHIBIT A

Exhibit C

Easement Areas

(see attached)



**Exhibit C
to Utility Easement**

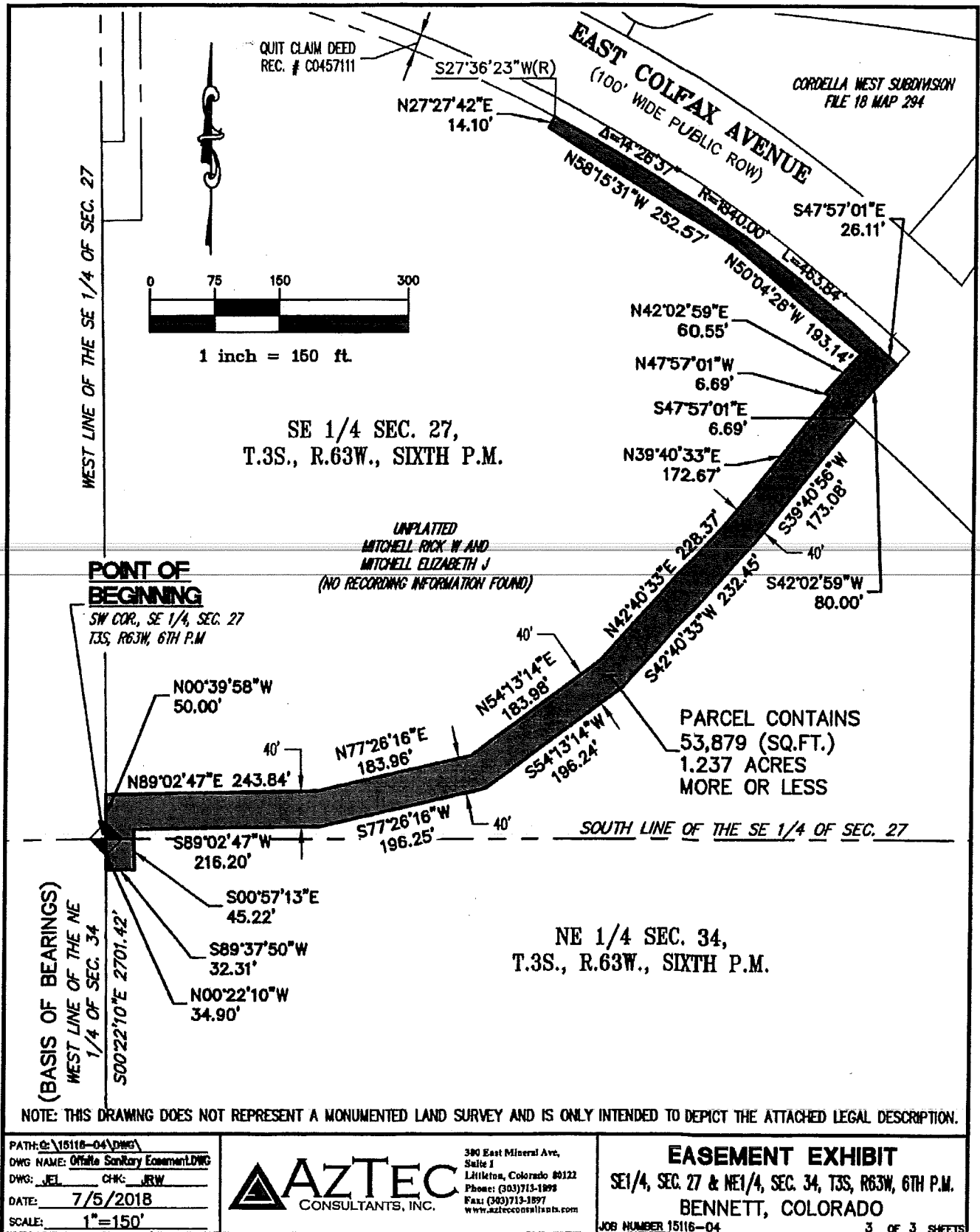


EXHIBIT A

Exhibit D

Description of Sanitary Easement

**Exhibit D
to Utility Easement**

EASEMENT DESCRIPTION

A SANITARY EASEMENT OVER AND ACROSS THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN; TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 27 AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO BEAR SOUTH 00°22'10" EAST, A DISTANCE OF 2,701.42 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°39'58" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27, A DISTANCE OF 50.00 FEET;

THENCE THE FOLLOWING TEN (10) COURSES;

1. NORTH 89°02'47" EAST, A DISTANCE OF 243.84 FEET;
2. NORTH 77°26'16" EAST, A DISTANCE OF 183.96 FEET;
3. NORTH 54°13'14" EAST, A DISTANCE OF 183.98 FEET;
4. NORTH 42°40'33" EAST, A DISTANCE OF 228.37 FEET;
5. NORTH 39°40'33" EAST, A DISTANCE OF 172.67 FEET;
6. NORTH 47°57'01" WEST, A DISTANCE OF 6.69 FEET;
7. NORTH 42°02'59" EAST, A DISTANCE OF 60.55 FEET;
8. NORTH 50°04'28" WEST, A DISTANCE OF 193.14 FEET;
9. NORTH 58°15'31" WEST, A DISTANCE OF 252.57 FEET;
10. NORTH 27°27'42" EAST, A DISTANCE OF 14.10 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER C0457111 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1840.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 27°36'23" WEST;

THENCE, ALONG SAID SOUTHWESTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES;

1. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°26'37", AN ARC LENGTH OF 463.84 FEET;
2. SOUTH 47°57'01" EAST, A DISTANCE OF 26.11 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF EAST COLFAX AVENUE;

THENCE, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

3. SOUTH 42°02'59" WEST, A DISTANCE OF 80.00 FEET;

**Exhibit D
to Utility Easement**

4. SOUTH 47°57'01" EAST, A DISTANCE OF 6.69 FEET;

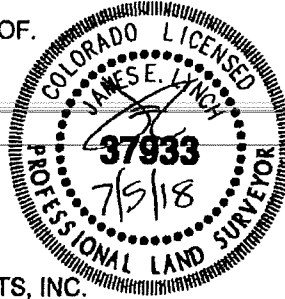
THENCE THE FOLLOWING SEVEN (7) COURSES;

1. SOUTH 39°40'56" WEST, A DISTANCE OF 173.08 FEET;
2. SOUTH 42°40'33" WEST, A DISTANCE OF 232.45 FEET;
3. SOUTH 54°13'14" WEST, A DISTANCE OF 196.24 FEET;
4. SOUTH 77°26'16" WEST, A DISTANCE OF 196.25 FEET;
5. SOUTH 89°02'47" WEST, A DISTANCE OF 216.20 FEET;
6. SOUTH 00°57'13" EAST, A DISTANCE OF 45.22 FEET;
7. SOUTH 89°37'50" WEST, A DISTANCE OF 32.31 FEET TO A POINT ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 34;

THENCE NORTH 00°22'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 34.90 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.237 ACRES, (53,879 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

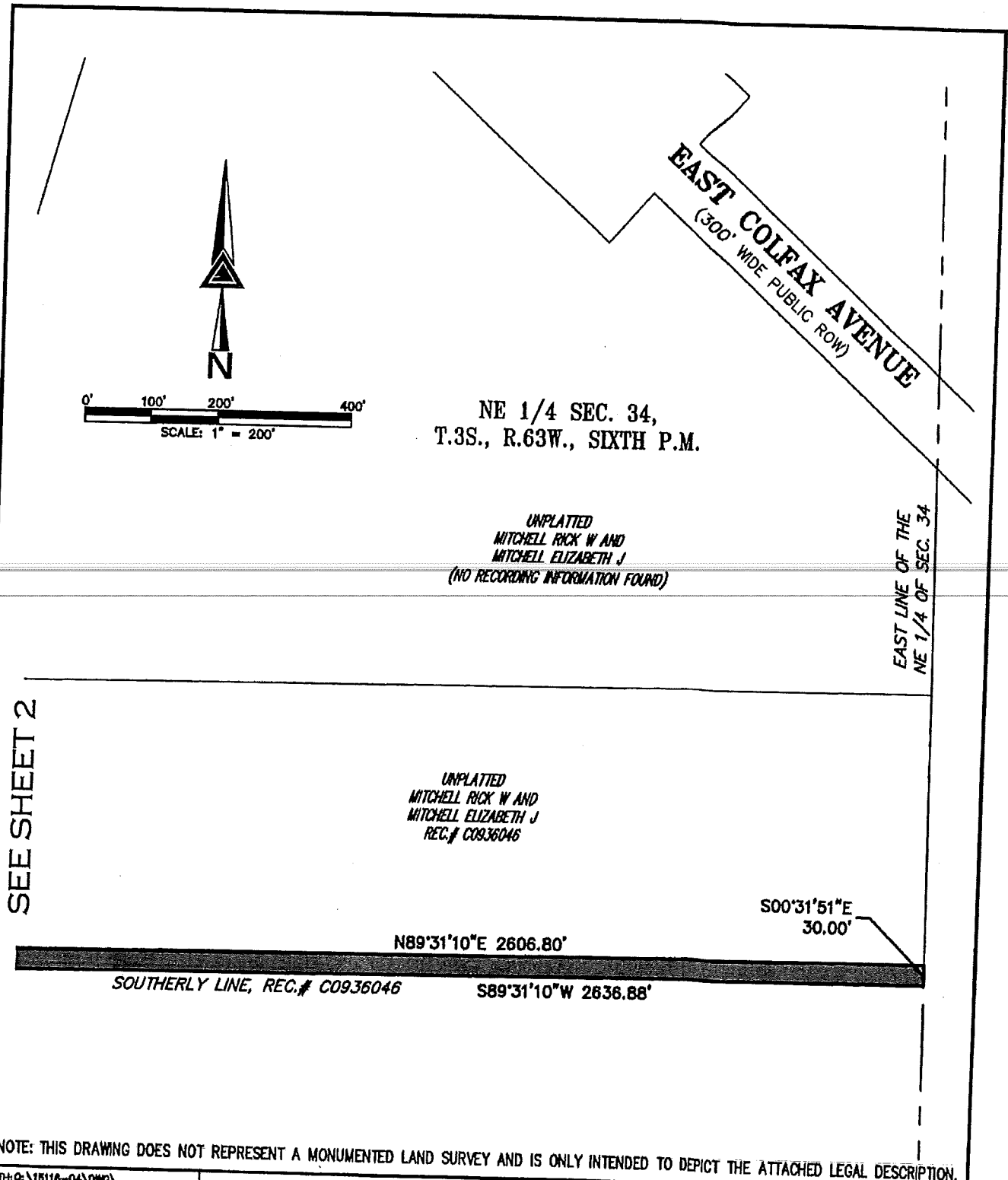
EXHIBIT A

EXHIBIT E

Easement Area



**Exhibit E
to Utility Easement**



PATH: \\15116-04\DWG\
DWG NAME: OFFSITE STORM EASEMENT.DWG
DWG: JEL CHK: JRW
DATE: 6/13/2018
SCALE: 1"=200'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

EASEMENT EXHIBIT
NE1/4, SEC. 34, T3S, R63W, 6TH P.M.
BENNETT, COLORADO
JOB NUMBER 15116-04

**Exhibit E
to Utility Easement**

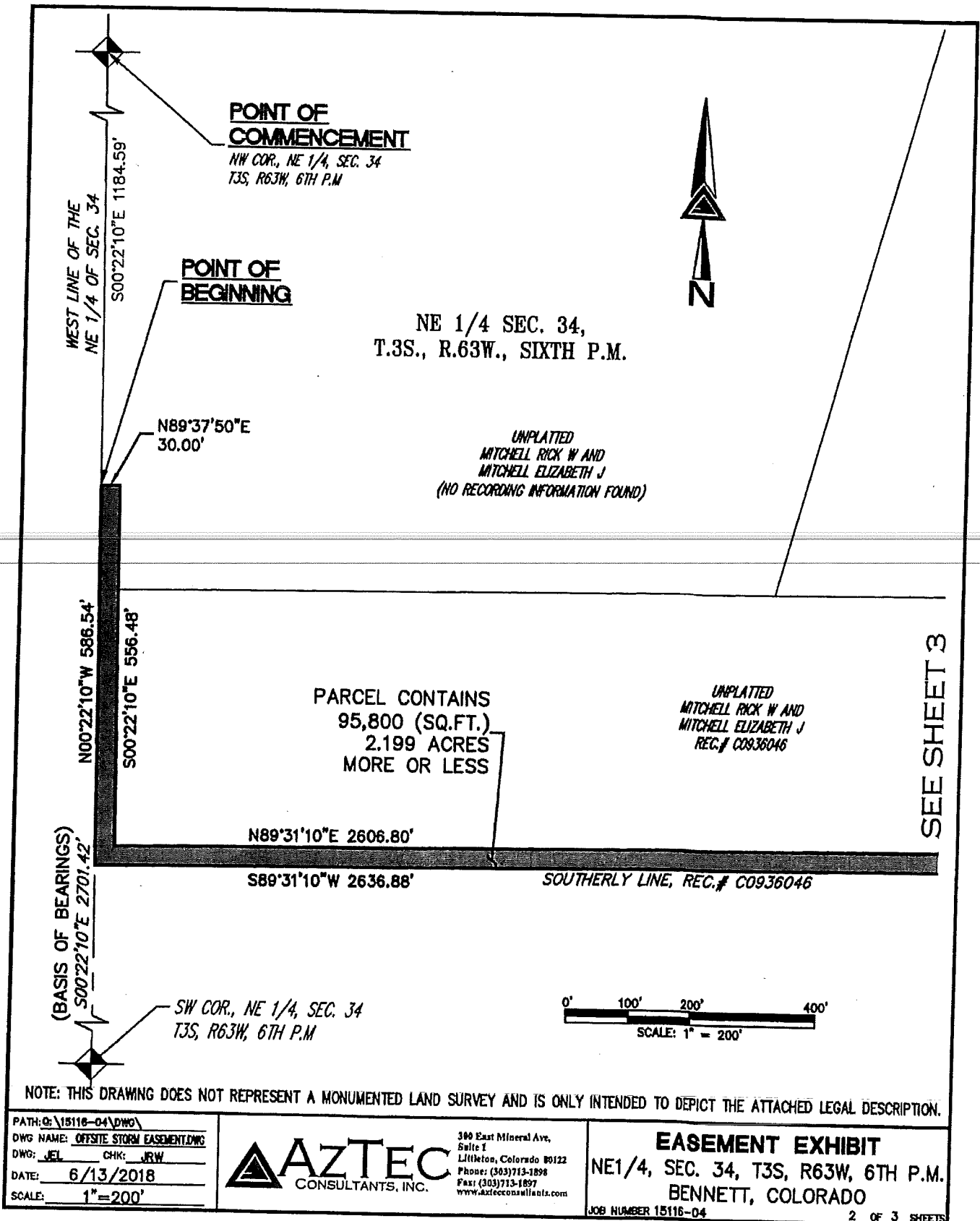


EXHIBIT A

EXHIBIT F

Description of Storm Sewer Easement

**Exhibit F
to Utility Easement**

EASEMENT DESCRIPTION

A STORM EASEMENT OVER AND ACROSS THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN; TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 34 AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO BEAR SOUTH 00°22'10" EAST, A DISTANCE OF 2,701.42 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°22'10" EAST, ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 1184.59 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°37'50" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°22'10" EAST, A DISTANCE OF 556.48 FEET;

THENCE NORTH 89°31'10" EAST, A DISTANCE OF 2606.80 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER C0936046 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, ALSO BEING A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE SOUTH 00°31'51" EAST, ALONG SAID EAST, LINE A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER C0936046;

THENCE SOUTH 89°31'10" WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 2636.88 FEET TO A POINT ON SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 34;

THENCE NORTH 00°22'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 586.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2.199 ACRES, (95,800 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



MITCHELL SAND & GRAVEL
P.O. BOX 10 • 48580 HWY. 36
BENNETT, CO 80102

8/5/2021

SUBJECT: COMMENTS OR OBJECTIONS
TO FULL RELEASE REQUEST OF BOTH BORROW
SITE'S M-2019-029 AND M-2019-30

BORROW SITE M-2019-29

PERMIT AREA WAS NOT PREPARED VERY WELL -
NO LEVELING, NO DISCING, SEED DRILLING (DUSTED IN
NO TOPSOILING WAS DONE AS FAR AS I KNOW.

BORROW SITE M-2019-30

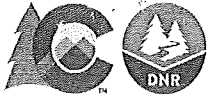
IS STORM DRAIN AND STORMWATER CHANNEL
IN PERMITTED ACRES OR NOT - BORROW SITE.

200' OF STORM DRAIN AND STORM DRAIN
CHANNEL IS ALSO SOUTH BOUNDARY OF PIT 2
M-1990-131. 3 TO 1 SLOPES REQUIRED IN
COMMON SENSE AREAS.

SAME STORY WITH RESEEDING PERMIT AREA.

THE EASTERN BOUNDARY LINE OF BOTH BORROW SITE:
WERE LEFT AS DROP OFF'S, NOT 5:1 OR 6:1 SLOPES.

RICKY W. MITCHELL
11



COLORADO

**Division of Reclamation,
Mining and Safety**

Department of Natural Resources

1313 Sherman St. Room 215
Denver, CO 80203

NOTICE

**Consideration of Construction Reclamation Permit
Surety Release Request Application**

DATE: July 22, 2021

TO: Rick Mitchell
P.O. Box 10
Bennett, CO 80102

FROM: Patrick Lennberg

RE: Borrow Site for Bennett Crossing Filing 2 (Parcel 1) - File No. M-2019-029, LGI Homes -
Colorado, LLC
Surety Release Request Application (SL-1)

Please be advised that on July 22, 2021, LGI Homes - Colorado, LLC, whose address and telephone number are 14205 SE 36th Street Suite 100, Bellevue, WA 98006; (720) 563-7701, filed an application for a/an Surety Release Request (SL- 1) to M2019029, Borrow Site for Bennett Crossing Filing 2 (Parcel 1), which is located approximately 0 miles of Bennett, Section 27, Township 3S, Range 63W, 06th Principle Meridian, in Adams County.

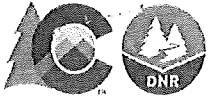
Full release request of 25.9 acre permit area.

The application decision is scheduled for September 20, 2021. Written comments or objections to the application may be submitted to and additional information obtained from Patrick Lennberg at the Division of Reclamation, Mining and Safety, 1313 Sherman St. Room 215 Denver, CO 80203, by telephone at (303) 866-3567 x 8114.

Comments or objections should be submitted within fifteen (15) days of this notice to be considered in the application review process. The Division is required to provide a thirty (30) day period following a decision on the release application to allow for appeals to its decision.

M-GR-03A-P





COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

1313 Sherman St. Room 215
Denver, CO 80203

NOTICE

**Consideration of Construction Reclamation Permit
Surety Release Request Application**

DATE: July 22, 2021

TO: Rick Mitchell
P.O. Box 10
Bennett, CO 80102

FROM: Patrick Lennberg

RE: Borrow Site for Bennett Crossing Filing 2 (Parcel 2) - File No. M-2019-030, LGI Homes - Colorado, LLC
Surety Release Request Application (SL-1)

Please be advised that on July 22, 2021, LGI Homes - Colorado, LLC, whose address and telephone number are 14205 SE 36th Street Suite 100, Bellevue, WA 98006; (720) 563-7701, filed an application for a/an Surety Release Request (SL- 1) to M2019030, Borrow Site for Bennett Crossing Filing 2 (Parcel 2), which is located approximately 0 miles of Bennett, Section 34, Township 3S, Range 63W, 06th Principle Meridian, in Adams County.

Request full release of 30 acre permit area.

The application decision is scheduled for September 20, 2021. Written comments or objections to the application may be submitted to and additional information obtained from Patrick Lennberg at the Division of Reclamation, Mining and Safety, 1313 Sherman St. Room 215 Denver, CO 80203, by telephone at (303) 866-3567 x 8114.

Comments or objections should be submitted within fifteen (15) days of this notice to be considered in the application review process. The Division is required to provide a thirty (30) day period following a decision on the release application to allow for appeals to its decision.



OPERATOR NAME: LGI HOMES-COLORADO LLC

SITE NAME: BORROW SITE FOR BENNETT CROSSING

SIGNATURE:

DATE: 5/22/19

1670 BROADWAY, SUITE 3400
DENVER, CO 80202



NOTE:
1. ENTIRE PERMIT BOUNDARY WILL HAVE 6-8 INCHES OF TOPSOIL RESPREAD AND PERMANENT SEEDING

PERMIT / PIT BOUNDARY

**BORROW SITE
FOR BENNETT
CROSSING
PARCEL 1**

N00°22'10"W E LINE NW 1/4 SEC 34

ADAMS ST

KIOWA ST

CUSTOMER SERVICE

GOLFAX AVE ROW

N89°02'47"E N 1 LINE NW 1/4 SEC 34

0.56%

0.65%

1.67%

10:1
5:1

EXHIBIT B

DATE PREPARED: 5/15/2019

EXHIBIT E: RECLAMATION PLAN MAP
BORROW SITE FOR
BENNETT CROSSING
PARCEL 2



OPERATOR NAME: LSI HOMES-COLORADO LLC

SITE NAME: BORROW SITE FOR BENNETT CROSSING

SIGNATURE: *[Signature]*

DATE: 5/22/19

SCALE IN FEET
0 300 600
1" = 300'

1670 BROADWAY, SUITE 3400
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H2R

H2R