



L.G. EVERIST, INC.

ROCK SOLID SINCE 1876

7321 E. 88TH AVENUE, SUITE 200

HENDERSON, COLORADO 80640

PHONE 303-287-9606 • FAX 303-289-1348

August 11, 2023

Mr. Eric Scott
Environmental Protection Specialist
Division of Reclamation, Mining and Safety
1313 Sherman St., Room 215
Denver, Colorado 80203

Submitted via online DRMS e-Permitting

**RE: Technical Revision Request for Reclamation Plan changes at
Fort Lupton Sand & Gravel, DRMS Permit M-1999-120**

Dear Eric:

L.G. Everist, Inc. respectfully requests a Technical Revision for minor changes to the Reclamation Plan of Fort Lupton Sand & Gravel, DRMS Permit # M-1999-120. We have included the DRMS's form, *Request for Technical Revision (TR) Cover Sheet* and paid the \$216.00 fee for Technical Revision online.

For this Technical Revision, we are slightly revising the Reclamation Plan of the Fort Lupton Sand & Gravel site due to the relocation of a section of the Lupton Bottoms Ditch within the Blue Ribbon Phase of the site. Note: There is no change in permitted acreage and no change to the reclamation process.

L.G. Everist and the Lupton Bottoms Ditch Company agreed to relocate a small section of the Lupton Bottom Ditch and its corresponding easement around the outside of the Blue Ribbon Phase's slurry wall, along the south and east perimeters. Originally, the ditch had crossed through the middle of the Blue Ribbon Phase from south to north, cutting the phase in half. With the ditch relocated to the outside, L.G. Everist will be able to mine through the abandoned ditch alignment for additional sand and gravel reserves within the permit area. Please see the attached **Lupton Bottom Ditch Company - Easement and Relocation Agreement** between the ditch company and L.G. Everist as proof of the agreement.

Fort Lupton Sand & Gravel's reclamation plan map has been revised to show the relocation of the Lupton Bottom Ditch as described above. **Exhibit F - Reclamation Plan Map (2023)**, is attached, showing the complete permit area, and we have also included **Blue Ribbon Phase - Technical Revision Map (2023)** for closer detail on the ditch relocation.

If you have any questions or need anything else to process this Technical Revision, please contact me at lmshults@lgeverist.com, or 303-286-2247 (office) or 303-514-2778 (mobile).

Sincerely,

Lynn Mayer Shults
Regulatory Manager

cc: files - L.G. Everist, Inc., and Environment, Inc.

attachments:

- TR Fee - for \$216.00 (online payment)
- TR Form - Request for Technical Revision (TR) Cover Sheet
- Exhibit F - Reclamation Plan Map (2023)
- Blue Ribbon Phase - Technical Revision Map (2023)
- Lupton Bottom Ditch - Easement & Relocation Agreement (May-2020, recorded Oct-2020)



COLORADO DIVISION OF RECLAMATION, MINING AND SAFETY

1313 Sherman Street, Room 215, Denver, Colorado 80203 ph(303) 866-3567

REQUEST FOR TECHNICAL REVISION (TR) COVER SHEET

File No.: M- 1999-120 Site Name: Fort Lupton Sand & Gravel
County Weld TR# _____ (DRMS Use only)
Permittee: L.G. Everist, Inc. Mailing Address: 7321 E 88th Ave, Suite 200
Henderson, CO 80640
Operator (If Other than Permittee): same
Permittee Representative: Lynn Mayer Shults (lmshults@lgeverist.com, cell-303-514-2778)

Please provide a brief description of the proposed revision: Minor revision to reclamation plan

This is a minor revision to the reclamation plan due to relocation of a section of an irrigation ditch within one phase of the Fort Lupton Sand & Gravel site. Please see the attached cover letter, revised Exhibit F - Reclamation Plan Map (2023), and the Blue Ribbon Phase TR Map (2023) for more details.

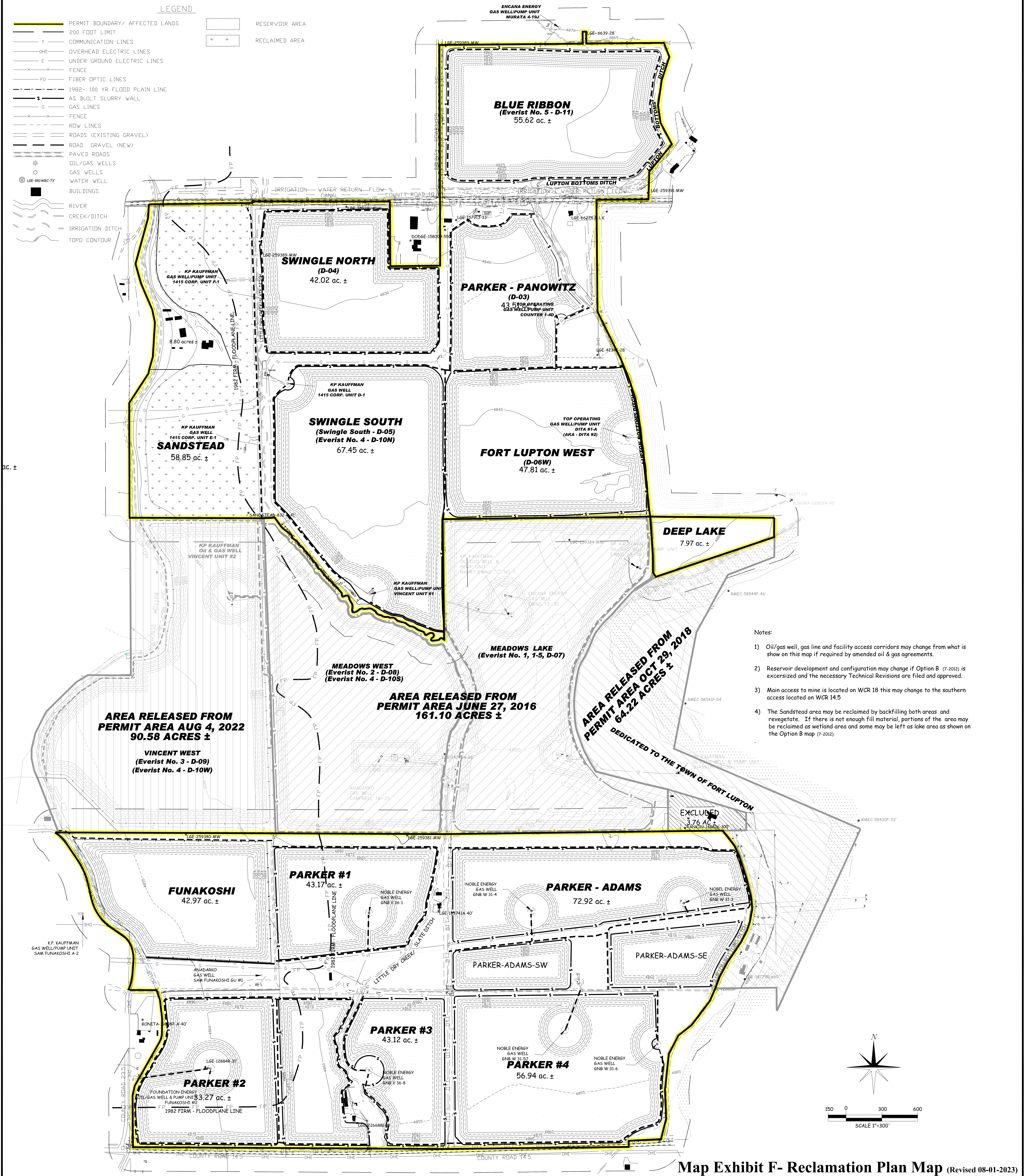
As defined by the Minerals Rules, a Technical Revision (TR) is: “a change in the permit or application which does not have more than a minor effect upon the approved or proposed Reclamation or Environmental Protection Plan.” The Division is charged with determining if the revision as submitted meets this definition. If the Division determines that the proposed revision is beyond the scope of a TR, the Division may require the submittal of a permit amendment to make the required or desired changes to the permit.

The request for a TR is not considered “filed for review” until the appropriate fee is received by the Division (as listed below by permit type). Please submit the appropriate fee with your request to expedite the review process. After the TR is submitted with the appropriate fee, the Division will determine if it is approvable within 30 days. If the Division requires additional information to approve a TR, you will be notified of specific deficiencies that will need to be addressed. If at the end of the 30 day review period there are still outstanding deficiencies, the Division must deny the TR unless the permittee requests additional time, in writing, to provide the required information.

There is no pre-defined format for the submittal of a TR; however, it is up to the permittee to provide sufficient information to the Division to approve the TR request, including updated mining and reclamation plan maps that accurately depict the changes proposed in the requested TR.

Required Fees for Technical Revision by Permit Type - Please mark the correct fee and submit it with your request for a Technical Revision.

<u>Permit Type</u>	<u>Required TR Fee</u>	<u>Submitted</u> (mark only one)
110c, 111, 112 construction materials, and 112 quarries	\$216	<input checked="" type="checkbox"/>
112 hard rock (not DMO)	\$175	<input type="checkbox"/>
110d, 112d(1, 2 or 3)	\$1006	<input type="checkbox"/>

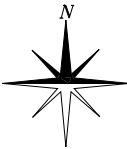


LEGEND

- PERMIT/AFFECTED LANDS LINE
- FENCE
- AS BUILT SLURRY WALL
- ROADS (EXISTING GRAVEL)
- ROAD GRAVEL (NEW)
- BUILDINGS
- RIVER
- CREEK/DITCH
- IRRIGATION DITCH
- RESERVOIR SURFACE

ENCANA ENERGY
GAS WELL/PUMP UNIT
MURATA 4-19J

BLUE RIBBON
(Everist No. 5 - D-11)
55.62 ac. ±



Blue Ribbon - Technical Revision Map - 2023

PREPARED BY: ENVIRONMENT, INC.
7905 VANCE DR., # 205A
ARVADA, CO 80003
(303) 423-7297
Environment_Inc@boulders.net

TECHNICAL REVISION - 2023
FOR
FORT LUPTON SAND AND GRAVEL
PERMIT # M-1999-120

REVISIONS:	DATE:
ORIGINAL PERMIT	12/1999
AMENDMENT - ADDED 752.71 ACRES	07/2012
TECHNICAL REVISION TO MEADOWS LAKE	08/2015
TECHNICAL REVISION TO BLUE RIBBON	07/2023

L.G. Everist, Inc.
7321 East 88th Avenue | Henderson, Colorado 80640
phone: (303) 287-4656 | fax: (303) 289-1348

DATE:	7/25/2023
FILE NAME:	1350-F-FIELDUSE MAP
DRAWN BY:	ENV/SLO
CHECKED BY:	
SCALE:	1" = 300'

EASEMENT AND RELOCATION AGREEMENT

THIS EASEMENT AND RELOCATION AGREEMENT (this "Agreement") is made and entered into as of May 11, 2020, by and between **L.G. EVERIST**, ("Everist"), whose address is 7321 East 88th Avenue, Suite 200, Henderson, Colorado 80640 and **LUPTON MEADOWS DITCH COMPANY**, a Colorado corporation ("Lupton Meadows"), whose address is 11016 CR 23, Fort Lupton, Colorado 80621.

RECITALS

- A. Lupton Meadows operates an existing ditch for the purpose of diverting, controlling, transporting, carrying, delivering and disposing of waters known as the Lupton Meadows Ditch (the "Ditch") which traverses certain parcels of real property that Everist has purchased or has acquired the right to use, and which will be legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- B. In connection with Everist's purchase and use of the Property, Everist, with the consent of Lupton Meadows, desires to relocate the portion of the Ditch which crosses the Property.
- C. Everist and Lupton Meadows desire to clarify their respective rights and obligations with respect to Everist's Property and the Ditch and the relocation of the same.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Everist and Lupton Meadows agree as follows:

- 1. Grant of Ditch Easement. The "Ditch Easement Area" shall be the portion of the Property generally depicted on Exhibit B attached hereto and incorporated herein by this reference. Everist in accordance with that easement attached hereto as Exhibit D hereby grants to Lupton Meadows a non-exclusive easement over and across the Ditch Easement Area for the purposes of using, operating, maintaining and repairing the portion of the Ditch located within the Ditch Easement Area (the "Ditch Easement"). Everist, in accordance with that easement set forth in Exhibit D may use the Ditch Easement Area for any purpose not inconsistent with Lupton Meadows's use and enjoyment of the Ditch Easement.
- 2. Relocation of Ditch; Construction of Facilities.
 - a. The Work. At its own expense, Everist will relocate the Ditch located on the Property according to the Plans (as hereinafter defined) attached hereto as Exhibit



C and incorporated herein by this reference (collectively, the “Work”). The work to take place between November 1, 2019 and March 1, 2020.

- b. Plans and Specifications. Everist will complete the Work in accordance with plans and specifications attached hereto as Exhibit C, which plans and specifications were prepared by Deere and Ault Consultants, Inc., a Colorado corporation (the “Engineer”) and have been approved by Lupton Meadows (the “Plans”).
 - c. Inspection and Completion. Lupton Meadows will inspect the relocation and construction of the Ditch by Everist to assure that such construction is completed in accordance with the Plans. Lupton Meadows shall also have the right to assure during the 2020 operating season that such completed relocation, construction and installation of the Ditch by Everist does not interfere with the full free flow of water in the Ditch or otherwise impair operation or use of the Ditch. The Work shall not be deemed satisfactorily completed until inspection and acceptance thereof by Lupton Meadows, which inspection shall and acceptance will not be unreasonably withheld, conditioned or delayed.
 - d. Removal of Existing Ditch. Everist shall not destroy or remove Lupton Meadow’s existing ditch until Lupton Meadows has fully accepted the relocated ditch work after one full, successful irrigation season.
 - e. Warranty to Lupton Meadows. Everist warrants to Lupton Meadows that the materials furnished with respect to the Work will be of good quality and that the Work shall be performed in a good and workmanlike manner in compliance with all applicable laws.
 - f. Ownership of Ditch. Lupton Meadows shall remain the sole owner of the Ditch Facilities. Lupton Meadows hereby agrees to use due care in any use of the Ditch Easement and the Ditch Facilities as herein granted so as not to unreasonably disturb Everist’s use of the Property.
3. Maintenance.
- a. Until Lupton Meadows has fully accepted the relocated ditch work Everist shall maintain and repair the Ditch Easement Area and the structural and mechanical portions of the Ditch Facilities located therein in accordance with the usual and customary maintenance standards used by ditch companies operating in the State of Colorado.



- b. Following its acceptance of the relocated ditch work Lupton Meadows shall maintain and repair the relocated area and all other portions of the Ditch Facilities and shall be responsible for cleaning and keeping the Ditch Facilities free from debris and rubbish. In addition, Lupton Meadows shall, subject to an Event of Force Majeure (as hereinafter defined), control that flow and/or the diverting, carrying, delivering and disposing of water through the Ditch Facilities in quantities not in excess of the capacity of the design and structure of the Ditch Facilities. For purposes of this Section 3b, an "Event of Force Majeure" means an event caused by fire, catastrophe, civil commotion, Acts of God or the public enemy, governmental prohibitions or regulation or other causes beyond Lupton Meadows's reasonable control.
4. Consideration. Simultaneously with Everist's execution of this Agreement, Everist shall pay to Lupton Meadows, in immediately available funds, the amount of
Everist's payment of such amount to Lupton Meadows is a condition precedent to the effectiveness of this Agreement. Additionally, Everist agrees to pay to Lupton Meadows _____ upon final acceptance of the project at the end of the 2020 irrigation season, along with any reasonable attorneys' fees and engineering fees incurred by Lupton Meadows in connection with the negotiation and completion of this Agreement and the relocation of the Ditch contemplated hereby.
5. Abandonment of Current Rights. Lupton Meadows hereby acknowledges and agrees that within ten (10) days of inspection and acceptance of the Work by Lupton Meadows in accordance with Section 2(c) of this Agreement, and the successful operation of the relocated facilities for one full irrigation season, Lupton Meadows shall abandon Lupton Meadows's previous easement rights over and across the Property as set forth in the Quitclaim Deed attached Exhibit E.
6. Covenants Run With Land. The covenants, terms and conditions hereof are intended to run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective agents, heirs, executors, administrators, personal representatives, successors and assigns.
7. Recordation. A memorandum of this Agreement shall be recorded in the real property records of Weld County, Colorado.
8. Notices. Any notice, demand, report, consent, instruction, approval, waiver, or other communication (collectively "Notice") which is required or permitted to be sent pursuant to this Agreement shall be in writing and shall be deemed received (a) on the same business day when personally delivered; (b) upon receipt or refusal after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid, and addressed; or (c) upon receipt or refusal after having been deposited with Federal Express or a similar overnight courier service, with delivery charges for morning delivery on the next business day prepaid.

To Lupton Meadows:

Lupton Meadows Ditch Company
c/o Corky Cantrell
11016 CR 23
Ft. Lupton, CO 80621

With a copy to:

Brice Steele, Esq.
Law Offices of Brice Steele, P.C.
25 South 4th Avenue
Brighton, CO 80601

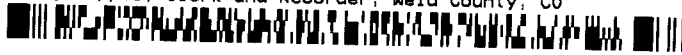
To L.G. Everist:

L.G. Everist
7321 East 88th Avenue, Suite 200
Henderson, CO 80640

With a copy to:

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 8.

9. Further Assurances. Each party hereto shall execute and deliver such instrument and take such other actions as any other party may reasonably request for the purpose of carrying out the intent of this Agreement.
10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in full force and effect and be binding upon the parties hereto.
12. Headings. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.



13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by telecopy and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by telecopy, the parties will use best efforts to deliver originals as promptly as possible after execution.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[SIGNATURE LINES ON FOLLOWING PAGE]

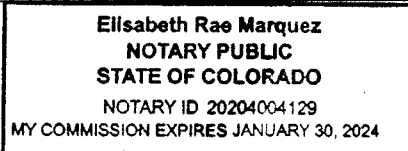


L.G. EVERIST

By: [Signature]
Name: Matthew Noteboom
Title: VP - Mountain

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

Subscribed, sworn to and acknowledged before me this 9th day of June, 2020,
by Matthew Noteboom.

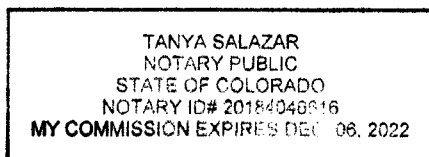


Elisabeth R. Marquez
Notary Public

My Commission Expires:

LUPTON MEADOWS DITCH COMPANY

By: [Signature]
Name: JOE R MILLER
Title: PRESIDENT



STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

Subscribed, sworn to and acknowledged before me this 11 day of May, 2020,
by JOE MILLER.

[Signature]
Notary Public

My Commission Expires:

Exhibit A

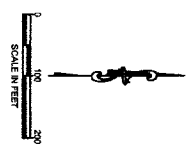
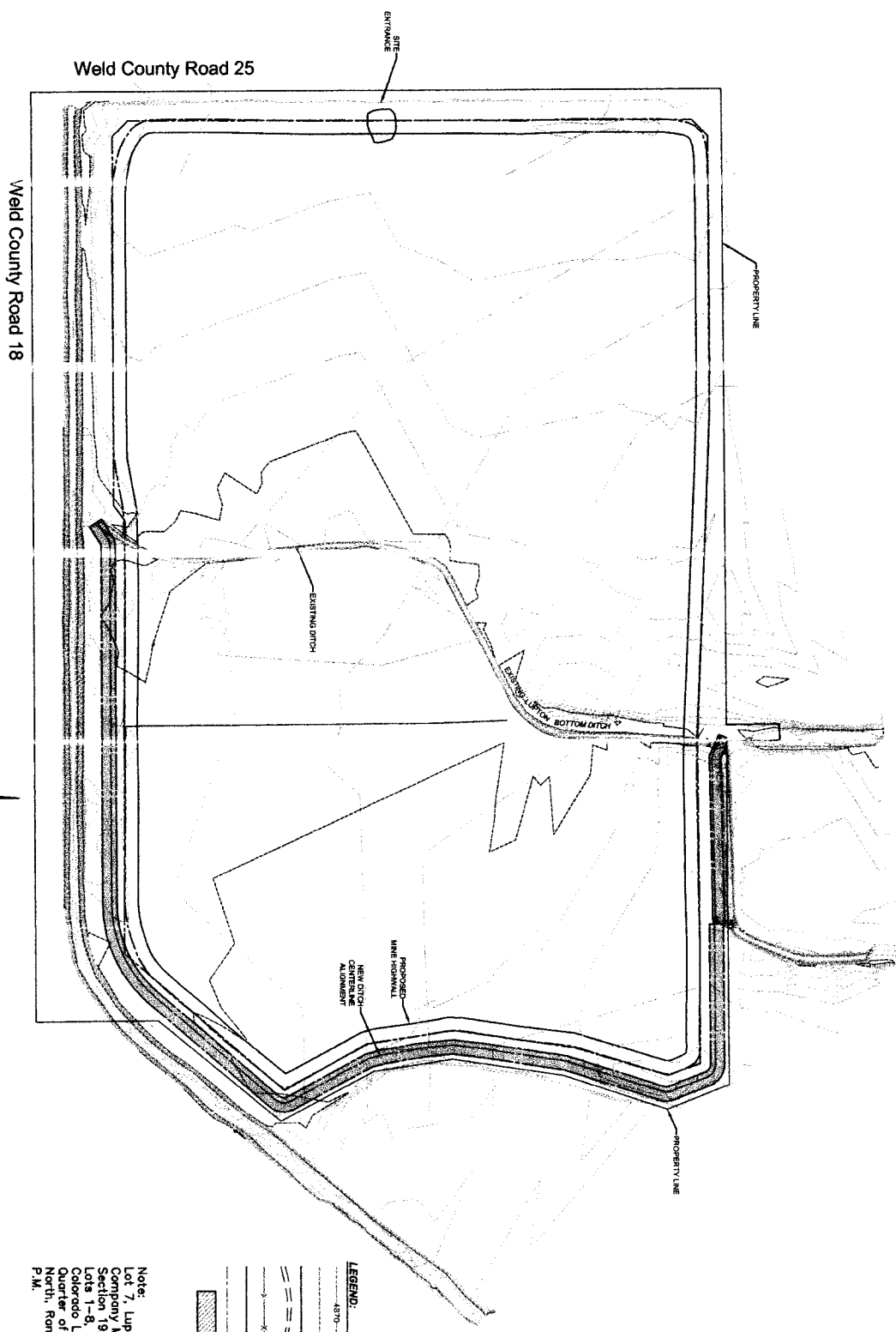
Lot 7, Lupton Meadows Land Company Map of Division No. 3, Section 19, Vacation and Replat
of Lots 1-8, County of Weld, State of Colorado

Located in The Southwest Quarter of Section 19, Township 2 North, Range 66 West of the 6th
P.M.

4638472 Pages: 7 of 21
10/08/2020 12:26 PM R Fee:\$113.00
Carly Koppes, Clerk and Recorder, Weld County, CO



B



- LEGEND:**
- ASTO ---
 - MAJOR CONTOURS ---
 - MINOR CONTOURS ---
 - PROPERTY BOUNDARY ---
 - GRAVEL ROAD ---
 - FENCE ---
 - AS-BUILT TALLRY WALL ---
 - DESIGN SLURRY WALL ---
 - DITCH BASEMENT AREA ---

Note:
 Lot 7, Lupton Meadows Land
 Company Map of Division No. 3,
 Section 19, T4S, R66W, of
 Lots 1-8, County of Weld, State of
 Colorado Located in the Southwest
 Quarter of Section 19, Township 2
 North, Range 66 West of the 6th
 P.M.

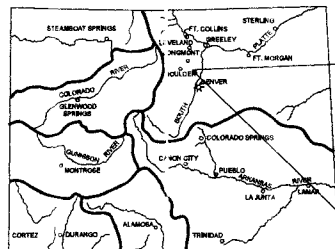
LUPTON BOTTOM DITCH	
EXHIBIT B	
DITCH EASEMENT AREA	
10/7/2020	



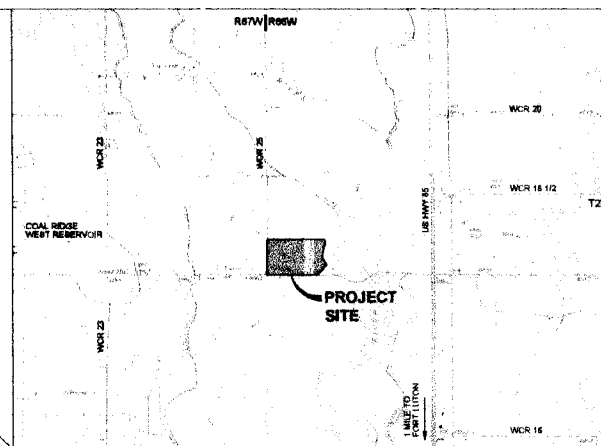
CONSTRUCTION PLANS FOR BLUE RIBBON SLURRY WALL & LUPTON BOTTOM DITCH RELOCATION

PREPARED FOR:

L.G. EVERIST, INC.
7321 EAST 88TH AVE, SUITE 201
HENDERSON, COLORADO 80640



STATE OF COLORADO
PROJECT LOCATION MAP
SCALE: NONE



SHEET INDEX:

- 1 Cover Sheet
- 2 Existing Conditions
- 3 Exploratory Borings
- 4 Exploratory Borings & Test Pits
- 5 Slurry Wall General Plan
- 6 Slurry Wall Profile
- 7 Ditch Plan & Profile
- 8 Proposed Lateral Plan & Profile
- 9 Details - Slurry Wall
- 10 Details - Ditch

NOTES:

DEERE AND AULT CONSULTANTS, INC. IS NOT A GUARANTOR OF THE PERFORMANCE OF THE WORK.

DEERE AND AULT CONSULTANTS, INC. IS NOT RESPONSIBLE FOR SAFETY, IN, ON, OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY WITH ANY REGULATIONS RELATED THERETO.

DEERE AND AULT CONSULTANTS, INC. EXERCISES NO CONTROL OVER THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS, FORMS, OR OTHER WORK AS USED IN OR ABOUT THE PROJECT, OR OVER THE SUPERINTENDING OF THE SAME.

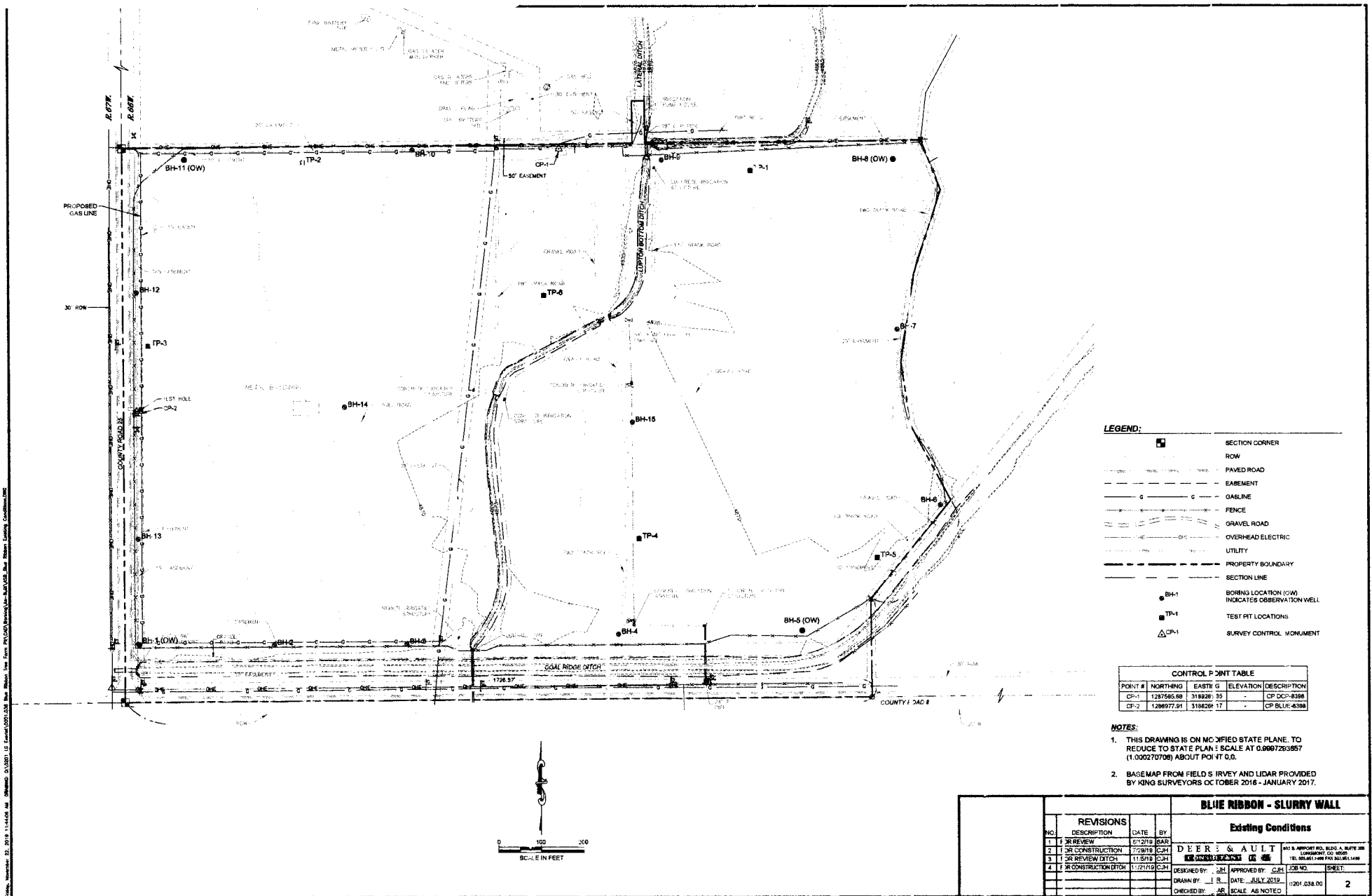
WRITTEN SCALES ON PLANS ARE FOR FULL SIZED 22" x 34" PLANS AND DO NOT APPLY TO REDUCED PLANS SETS.

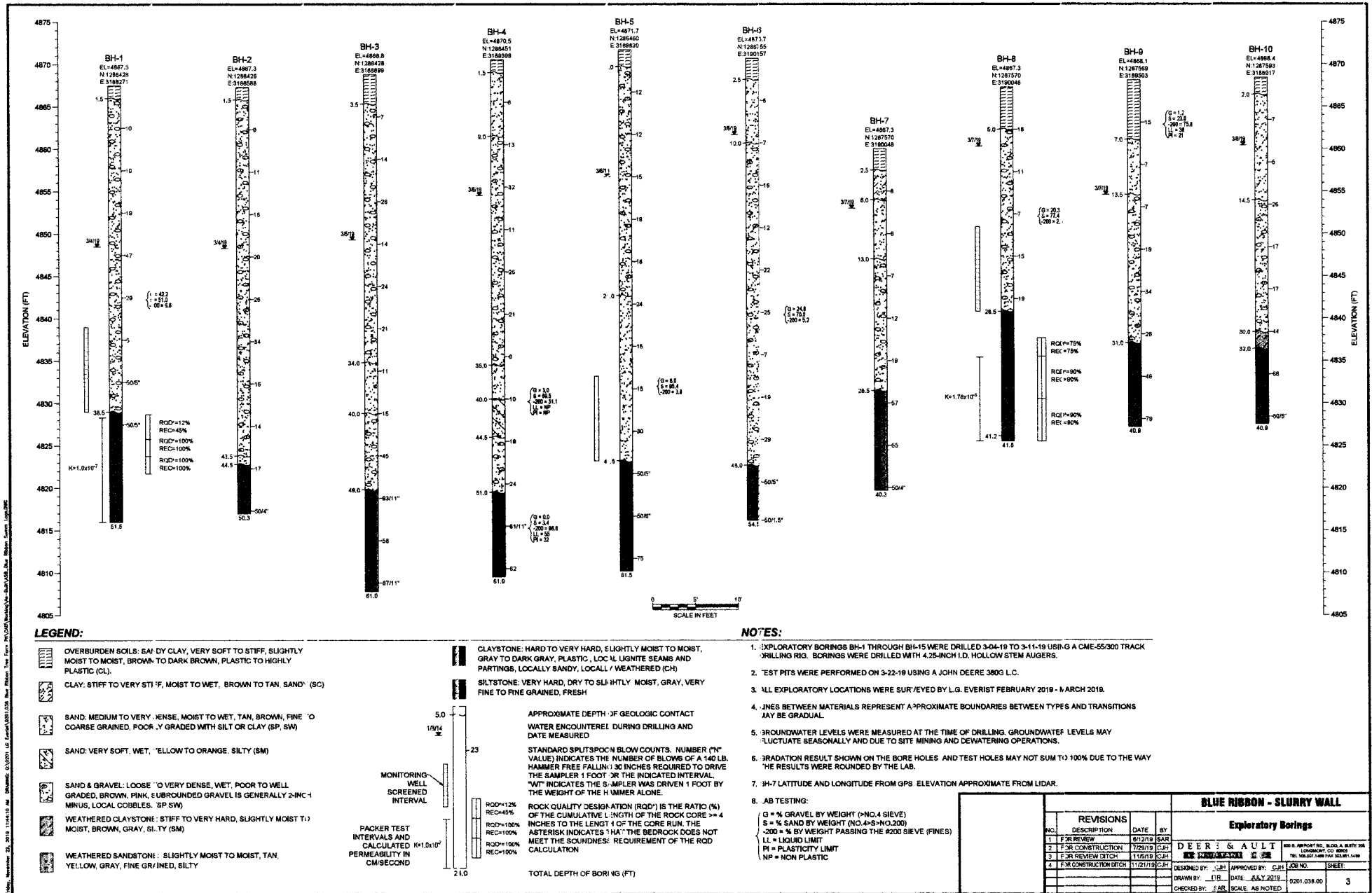


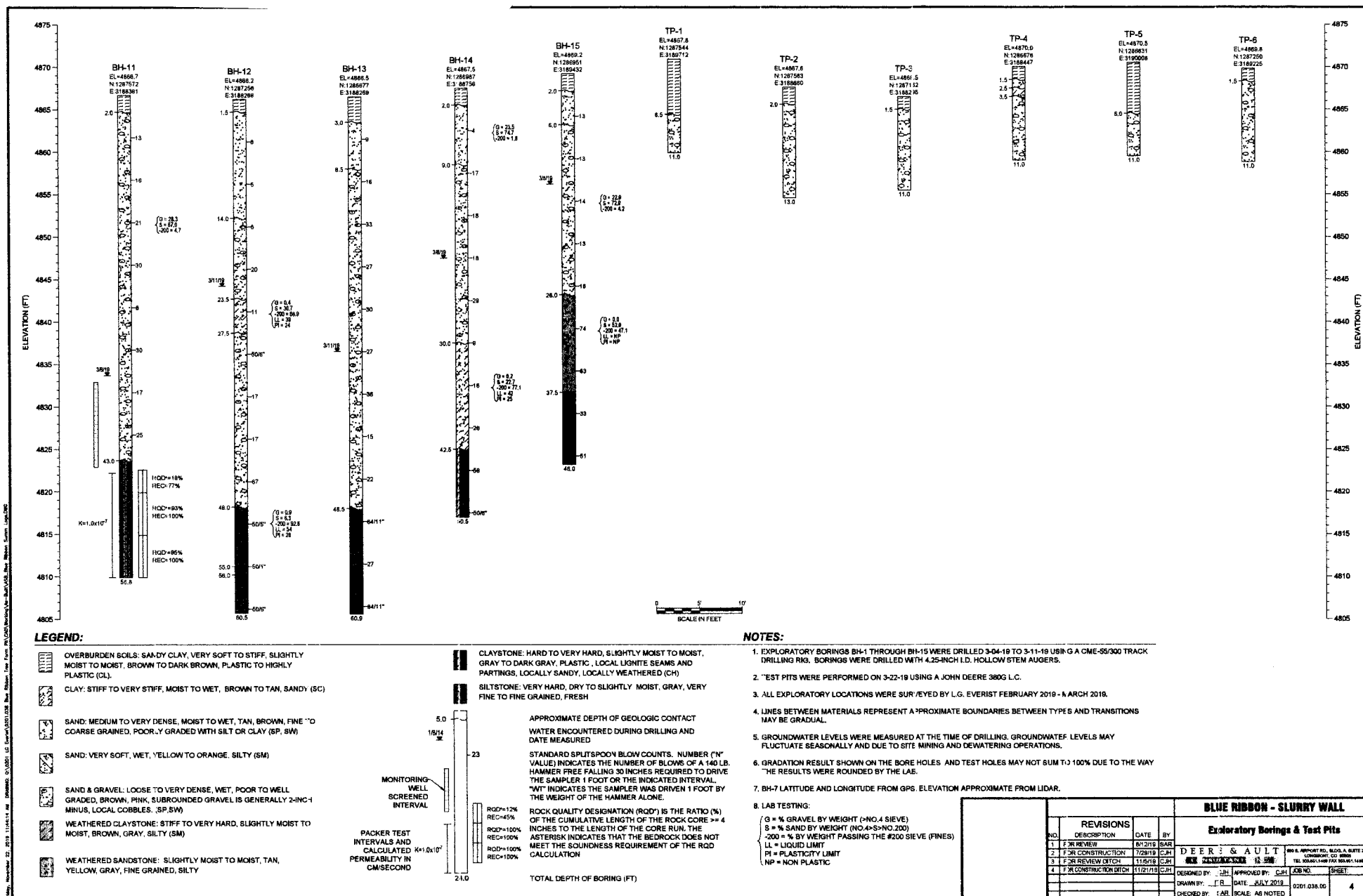
CALL 800-485-5849 OR 800-485-5849 IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

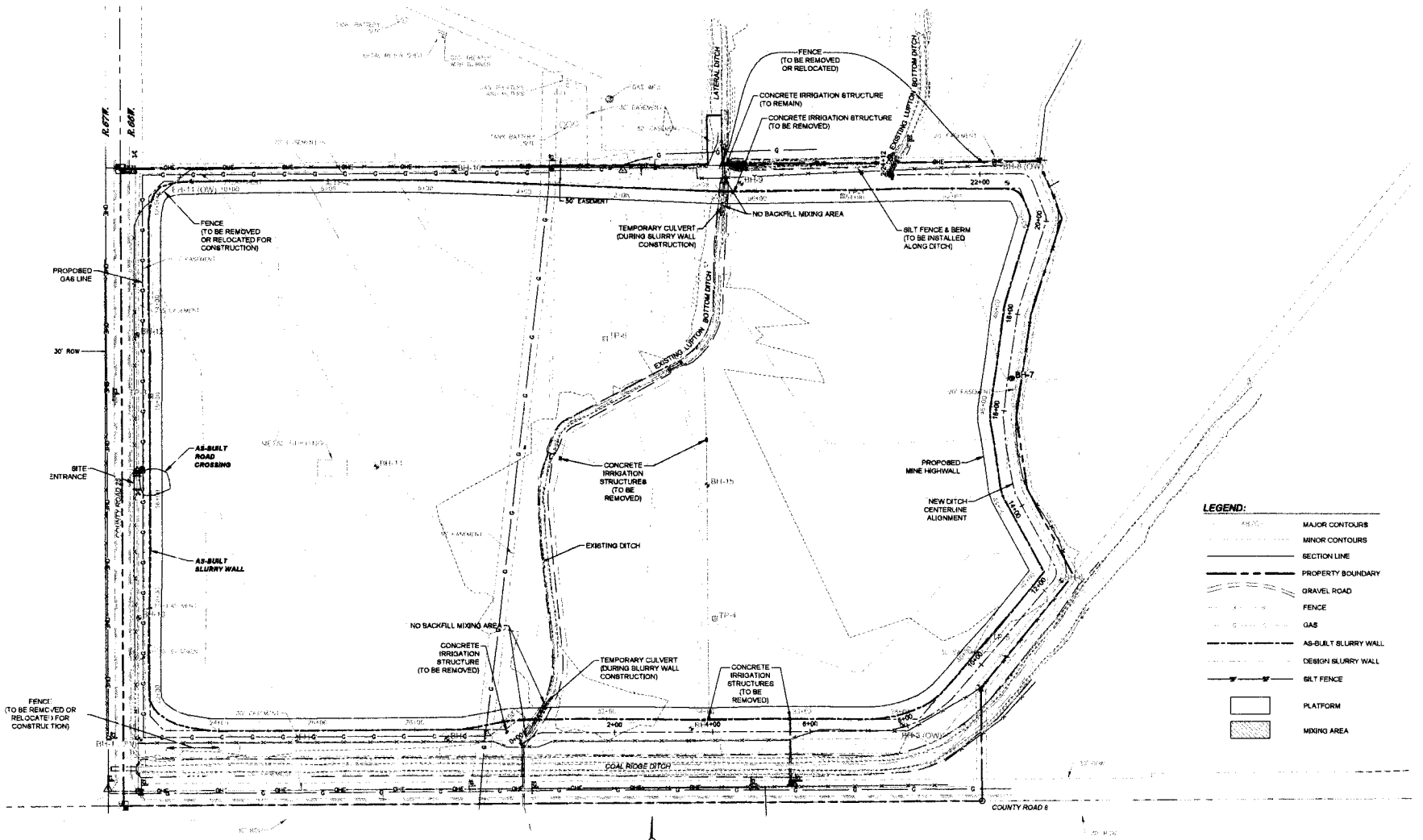
DEERE & AULT CONSULTANTS, INC. ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS IN HORIZONTAL AND VERTICAL. THE EXISTING UTILITIES SHOWN IN THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

BLUE RIBBON - SLURRY WALL					
Cover Sheet					
NO.	DESCRIPTION	DATE	BY		
1	2D REVIEW	6/7/2019	BAR		
2	3D CONSTRUCTION	7/28/2019	CJH		
3	3D REVIEW DITCH	11/8/2019	CJH		
4	3D CONSTRUCTION DITCH	11/21/2019	CJH		
				DESIGNED BY: CJH	APPROVED BY: CJH
				DRAWN BY: J.E.L.	DATE: JULY 2019
				CHECKED BY: J.E.L.	SCALE: AS NOTED
				0201.038.00	1





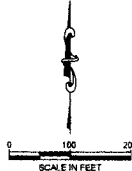




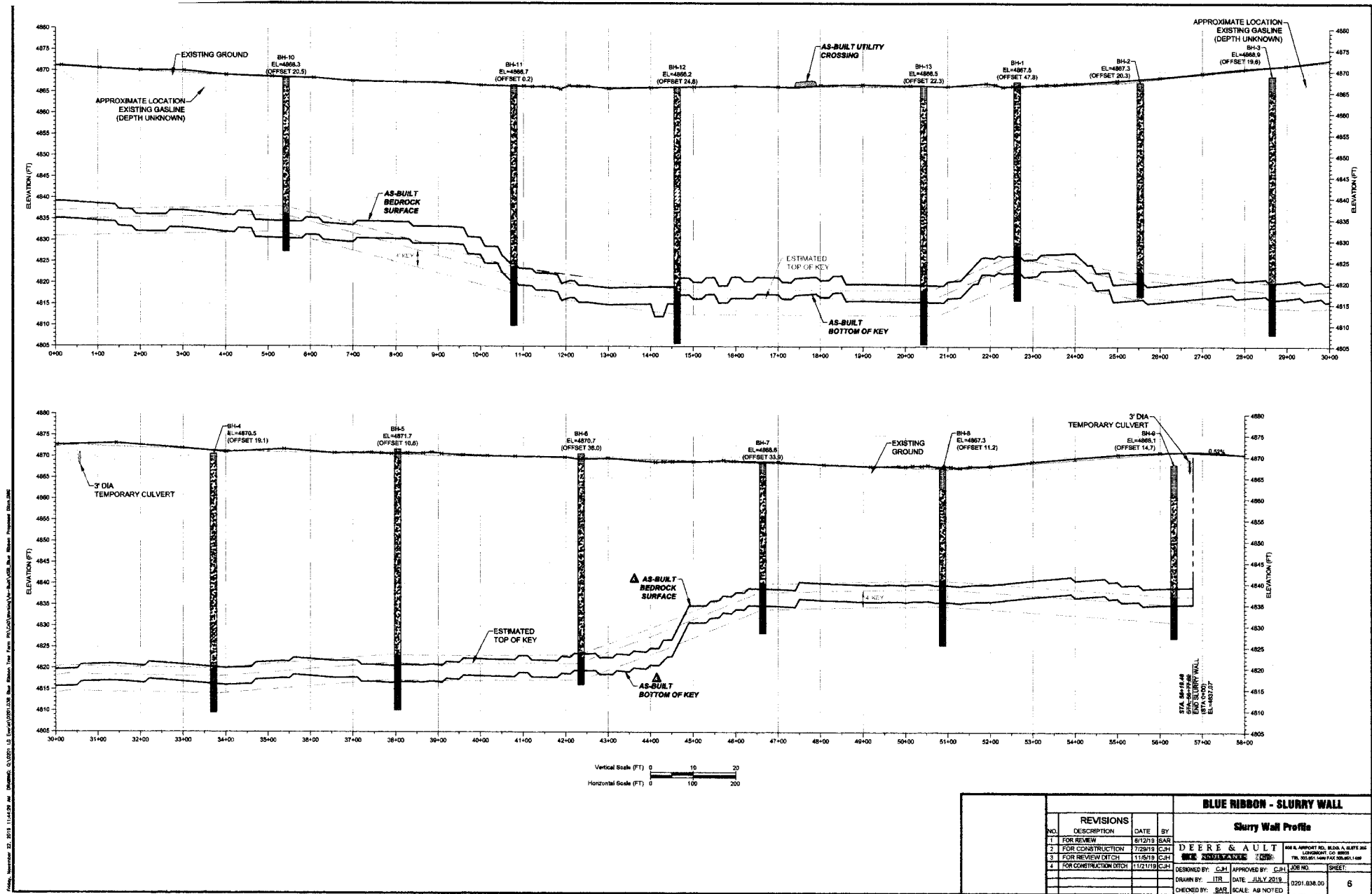
LEGEND:

---	MAJOR CONTOURS
---	MINOR CONTOURS
---	SECTION LINE
---	PROPERTY BOUNDARY
---	GRAVEL ROAD
---	FENCE
---	GAS
---	AS-BUILT SLURRY WALL
---	DESIGN SLURRY WALL
---	SILT FENCE
---	PLATFORM
---	MIXING AREA

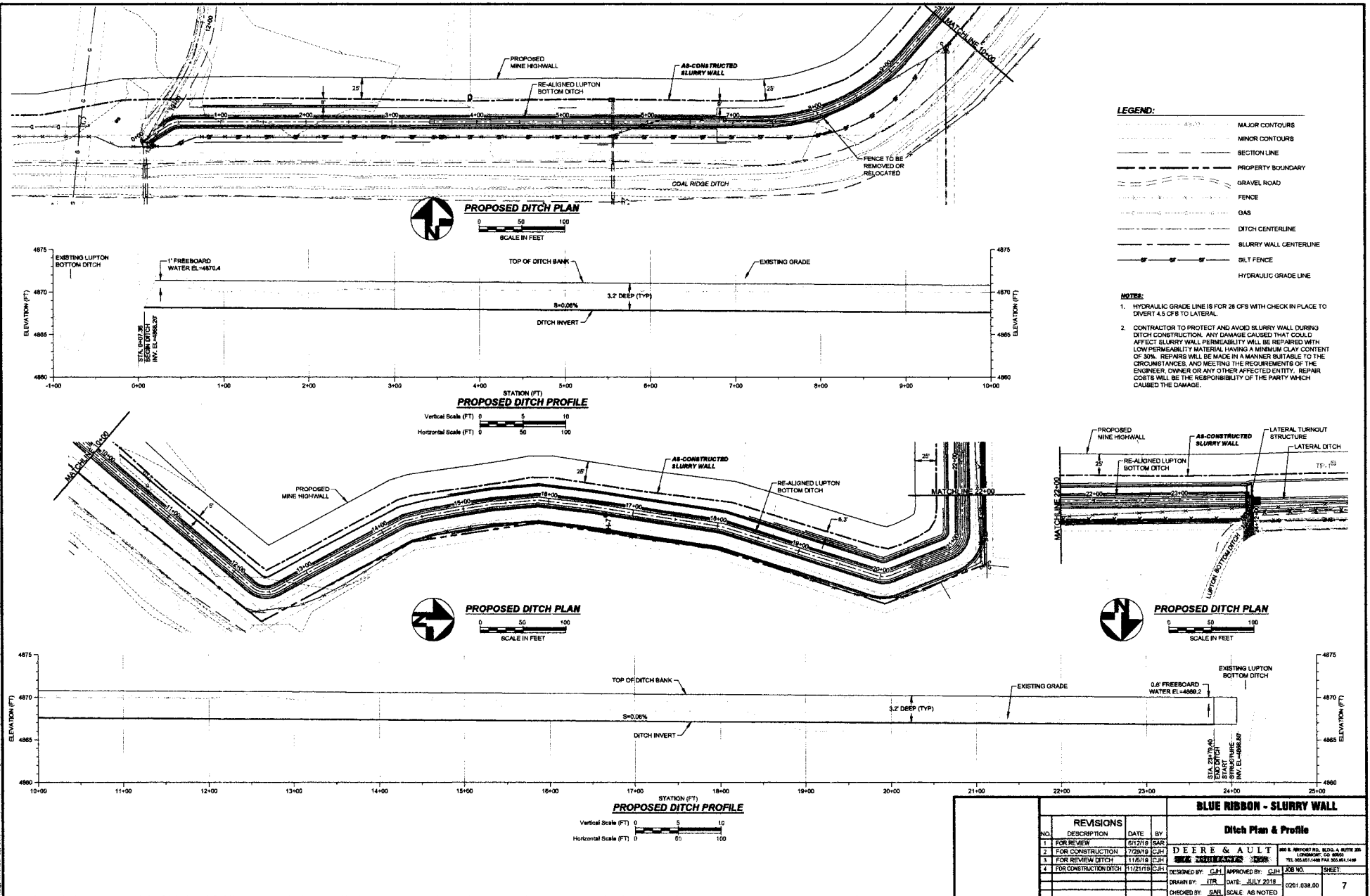
- NOTES:**
1. BEDROCK DEPTH AND KEYWAY DEPTH ARE APPROXIMATE AND MAY NEED TO BE ADJUSTED DURING CONSTRUCTION.
 2. WHERE LIGHTS OR OTHER PERVIOUS MATERIALS ARE ENCOUNTERED, KEY TRENCH EXCAVATION DEPT. WILL BE INCREASED TO EXTEND THROUGH THE LIGHTS OR OTHER PERVIOUS MATERIAL AND KEYED AN ADDITIONAL 1' INTO UNDERLYING LESS WEATHERED BEDROCK.

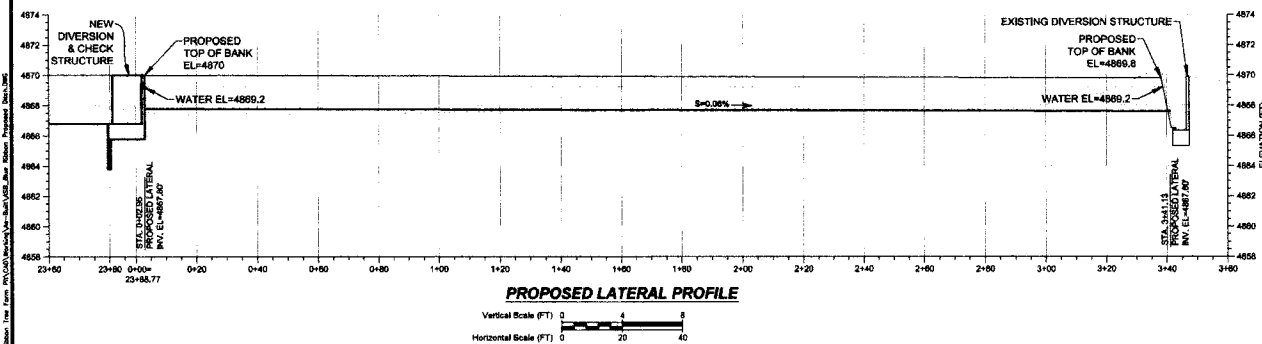
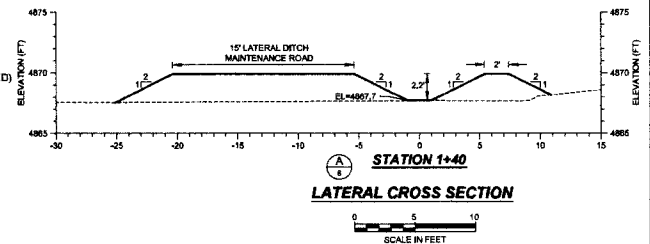
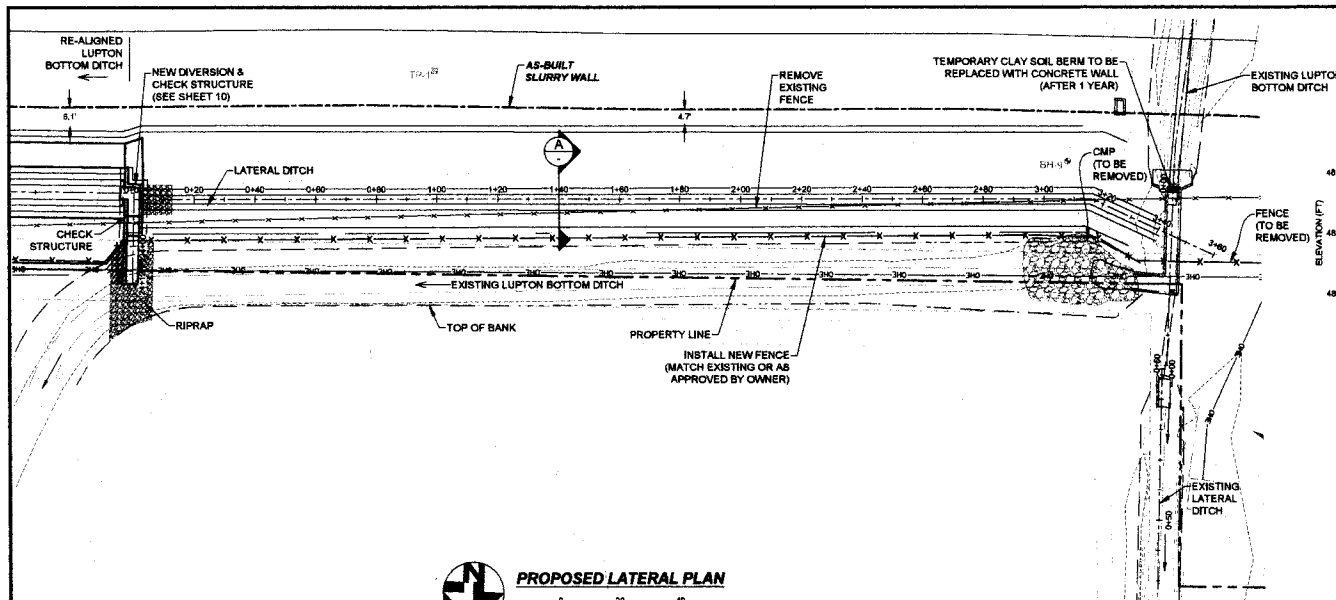


REVISIONS				BLUE RIBBON - SLURRY WALL			
NO.	DESCRIPTION	DATE	BY	Slurry Wall General Plan			
1	FOR REVIEW	07/27/18	SAR	DEERE & AULT 10101 10TH AVE. SUITE 100 LONGMONT, CO 80501 TEL: 303.761.1111 FAX: 303.761.1112			
2	FOR CONSTRUCTION	12/20/18	CJA				
3	FOR REVIEW DITCH	11/20/19	CJA				
4	FOR CONSTRUCTION DITCH	11/21/19	CJA				
DESIGNED BY: CJA				APPROVED BY: CJA		JOB NO.	SHEET
DRAWN BY: ITR				DATE: JULY 2019		0201.038.00	5
CHECKED BY: SAR				SCALE: AS NOTED			



REVISIONS				BLUE RIBBON - SLURRY WALL			
NO.	DESCRIPTION	DATE	BY	Slurry Wall Profile			
1	FOR REVIEW	8/12/19	CJM	DEERE & AULT 1700 N. 17TH AVE. SUITE 100 DENVER, CO 80202 TEL: 303.733.1111 FAX: 303.733.1111			
2	FOR CONSTRUCTION	7/28/19	CJM				
3	FOR REVIEW DITCH	11/5/19	CJM				
4	FOR CONSTRUCTION DITCH	11/21/19	CJM				
DRAWN BY: ITR				DATE: JULY 2019			
CHECKED BY: SAR				SCALE: AS NOTED			
				JOB NO. SHEET			
				0201.638.00 6			

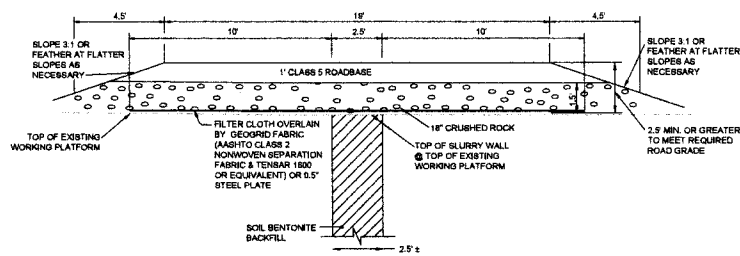
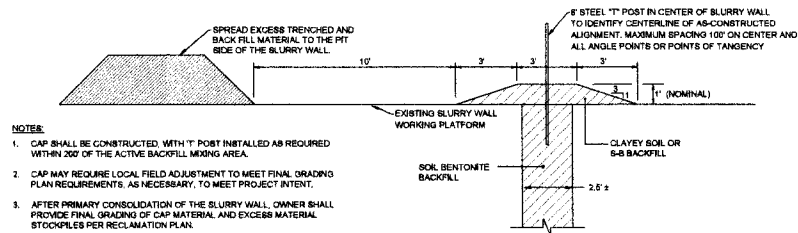




NOTE:
 HYDRAULIC GRADE LINE IS FOR 4.5 CFS IN LATERAL



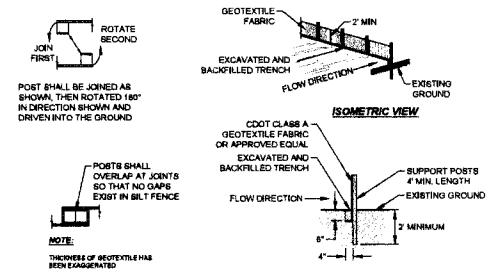
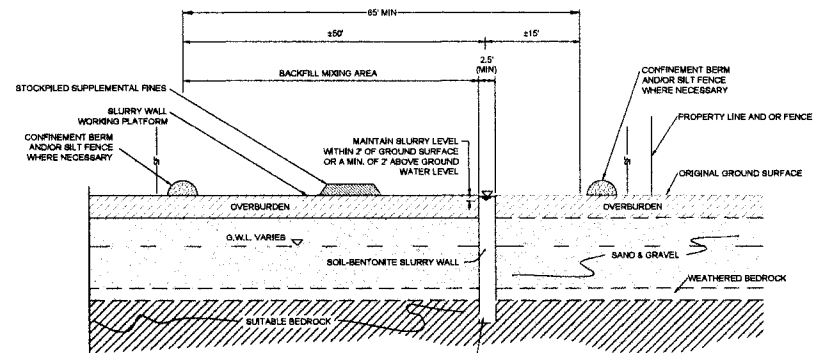
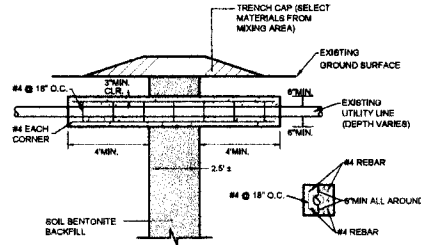
REVISIONS				BLUE RIBBON - SLURRY WALL			
NO.	DESCRIPTION	DATE	BY	Proposed Lateral Plan & Profile			
1	FOR REVIEW	8/21/19	BAR	DEERE & AULT <small>172919 C.J.H.</small> <small>11/5/19 C.J.H.</small> <small>11/21/19 C.J.H.</small>			
2	FOR CONSTRUCTION						
3	FOR REVIEW DITCH						
4	FOR CONSTRUCTION DITCH						
				DESIGNED BY: C.J.H.	APPROVED BY: C.J.H.	JOB NO.	SHEET
				DRAWN BY: JTR	DATE: JULY 2019	0201.039.00	8
				CHECKED BY: SAR	SCALE: AS NOTED		



SUPPLEMENTAL FINES AND BENTONITE ADDITION RATES
(1% APPLICATION RATE)

Station Range	Supplemental Fines (CY/FT)	Dry Bentonite Addition Rate (LB/FT)	Spacing Between Bags (2' x 4' x 8' BAG)	Depth to Bedrock (FT)
54+50 TO 8+00	1.7	136	17.6	36.3
8+00 TO 10+30	1.9	153	15.7	41.3
10+30 TO 26+30	2.2	170	14.3	46.3
26+30 TO 42+30	2.5	191	13.5	52.6
42+30 TO 43+80	2.2	170	14.1	46.3
43+80 TO 44+80	1.9	153	15.7	41.3
44+80 TO 45+90	1.7	136	17.6	36.3
45+90 TO 54+50	1.4	118	20.1	31.3

- TABLE BASED ON SUPPLEMENTAL FINES WITH AN AVERAGE OF 60% PASSING THE #200 SIEVE.
- RATES SHOWN ARE FOR A MINIMUM OF 30% PASSING #200 SIEVE FOR S-B BACKFILL AND MAY REQUIRE ADJUSTMENT.
- BAG SPACING BASED ON A DRY BENTONITE APPLICATION RATE OF 1% AND MAY BE ADJUSTED BASED ON THE FINAL MIX DESIGN AND THE MINIMUM OF FINES PASSING #200 SIEVE AS APPROVED BY DESIGN ENGINEER.



- NOTE:**
- SILT FENCE INDICATED ON PLAN SHALL BE INSTALLED PRIOR TO ANY LAND-ONSTURBING ACTIVITIES.
 - THE CONTRACTOR SHALL INSPECT SILT FENCE DAILY DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT UPSTREAM SEDIMENT AS NECESSARY.
 - SEDIMENT ACCUMULATED UPSTREAM OF SILT FENCE SHALL BE REMOVED WHEN THE UPSTREAM SEDIMENT REACHES A DEPTH OF 6-INCHES.
 - SILT FENCE SHALL BE REMOVED WHEN THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVER IS APPROVED BY THE OWNER'S REPRESENTATIVE. IF ANY DISTURBED AREA EXISTS AFTER REMOVAL, IT SHALL BE REEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE OWNER'S REPRESENTATIVE.
 - SILT FENCE IS TO BE INSTALLED AT PROPERTY BOUNDARY OR AT SITE FEATURES WHERE RUN OFF FROM THE SITE HAS THE POTENTIAL OF NEGATIVE IMPACTS.
 - AREA DISTURBED BY THE CONTRACTOR IS TO BE MINIMIZED DURING CONSTRUCTION. RETURN DISTURBED AREAS TO EXISTING CONDITIONS WHEN WORK IS COMPLETED. THE EROSION CONTROL PLAN IS THE RESPONSIBILITY OF THE CONTRACTOR.
 - CONTRACTOR IS RESPONSIBLE FOR MAKING SURE ALL NECESSARY PERMITS INCLUDING BUT NOT LIMITED TO DEWATERING & CITY OF FT. LUTON PERMITS AS APPLICABLE, ARE IN PLACE.

TYPICAL SILT FENCE

REVISIONS				BLUE RIBBON - SLURRY WALL			
NO.	DESCRIPTION	DATE	BY	Details - Slurry Wall			
1	FOR REVIEW	8/12/19	SAR	DEERE & AULT 172819 CLM 11/5/19 CLM 11/21/19 CLM			
2	FOR CONSTRUCTION	7/28/19	CLM				
3	FOR REVIEW DITCH	11/5/19	CLM				
4	FOR CONSTRUCTION DITCH	11/21/19	CLM				
DESIGNED BY: CLM				APPROVED BY: CLM			
DRAWN BY: ITR				DATE: JULY 2019			
CHECKED BY: SAR				SCALE: AS NOTED			
				0201.038.00			
				9			

GRANT OF PERMANENT EASEMENT

This Grant of Permanent Easement (hereinafter "Easement Agreement") is entered into this 1st day of SEPTEMBER 2020, by and between L.G. EVERIST whose address is 7321 East 88th Avenue, Suite 200, Henderson, Colorado 80640 (hereinafter "GRANTOR"), and LUPTON MEADOWS DITCH COMPANY, a Colorado Mutual Ditch Company whose address is 11016 CR 23, Fort Lupton, Colorado 80621 (hereinafter "DITCH COMPANY" or "GRANTEE"), as follows (GRANTOR and GRANTEE are sometimes referred to collectively as the "Parties"):

WHEREAS, the Lupton Meadows Ditch Company is a Colorado mutual ditch company organized under the laws of the State of Colorado and is authorized, *inter alia*, to acquire easements in real property necessary for the functions and operations of the DITCH COMPANY; and

WHEREAS, GRANTOR represents and warrants that GRANTOR is the owner in fee simple of those certain parcels of real property more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and that GRANTOR is authorized and empowered to grant and convey the easements and interests specified herein, and that such conveyance is free and clear of any liens or encumbrances that would interfere with the intended public use of such easements; and

WHEREAS, DITCH COMPANY desires to acquire from GRANTOR, and GRANTOR desires to grant and convey unto DITCH COMPANY, on the terms set forth herein, a permanent right of occupancy, access and use for the Property, and in particular, that certain exclusive permanent easement on, over, under, through, across and upon the Property, in order to provide for the construction, installation, and ongoing maintenance, operation, repair and replacement by the DITCH COMPANY, in perpetuity, of Lupton Meadows irrigation ditch improvements including a canal, ditch rider's maintenance road and related appurtenances, (collectively, the "Ditch Improvements"), to be located on the Property described in Exhibit A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated by reference, and the payment to GRANTOR of Ten Dollars (\$10.00) and other valuable consideration, and for the mutual covenants herein exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, GRANTOR hereby grants, bargains, sells, conveys, transfers and assigns to the DITCH COMPANY, its successors and assigns, in perpetuity, an exclusive permanent easement on, over, under, through, and across the Property described in Exhibit A (hereinafter, the "Permanent Easement") for the construction, installation, operation, maintenance, use, alteration, reconstruction, replacement, inspection, improvement, removal, cleaning and repair of the Ditch Improvements, together with all the rights and privileges reasonably necessary or convenient for the full use and enjoyment of the rights and purposes contemplated herein.

FURTHER, the Parties hereto mutually covenant and agree as follows:

1. DITCH COMPANY shall exercise the rights and privileges granted hereunder with due care, At all times during operation, construction or repair, DITCH COMPANY shall require its contractors or construction agents to provide and maintain all insurance required by law necessary to cover the risks associated with the DITCH COMPANY's intended use and occupancy of the Permanent Easement and the DITCH COMPANY's obligations hereunder.

2. GRANTOR shall not locate or place within the Permanent Easement any personal property, vehicle, structure or other long-term, permanent or semi-permanent improvement, including but not limited to outbuildings, trees, shrubs, fences, walls or the like, such as would obstruct the area of the Easement or materially interfere with the ongoing operation, use and maintenance of the Ditch Improvements in any way, or such as would unreasonably interfere with the DITCH COMPANY's ongoing access, occupancy, use and maintenance of the Ditch Improvements and Permanent Easement as provided herein. In connection herewith, GRANTOR hereby grants to the DITCH COMPANY such temporary construction easements and temporary rights of access and use of the Property as depicted in Exhibit A as may be reasonably necessary for the DITCH COMPANY to access the Permanent Easement from time to time for construction, repair and maintenance purposes.

3. This Easement Agreement along with that Easement and Relocation Agreement dated 5/11/2020 embodies the entire agreement between GRANTOR and DITCH COMPANY relating to the subject matter hereof, and shall extend to and bind the Parties and their respective agents, officers, employees, administrators, personal representatives, heirs, successors, and/or assigns in perpetuity.

4. This Easement Agreement is made in and shall be construed in accordance with the laws of the State of Colorado.

5. GRANTOR, for itself and its successors and assigns does hereby covenant and agree that this Easement Agreement shall attach to and run with the Property in perpetuity, and shall be binding upon GRANTOR and its heirs, personal representatives, successors and assigns, and any other person or entity claiming by, through or under GRANTOR. This Easement Agreement may be recorded by the DITCH COMPANY at the DITCH COMPANY's expense in the real property records of Adams County, Colorado.

6. The Permanent Easement and the rights and privileges granted to DITCH COMPANY hereunder are perpetual for the purposes outlined herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have set their hands and seals.

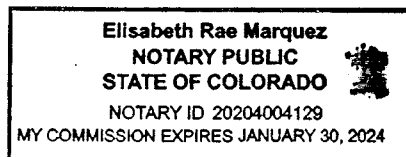
GRANTOR:
L.G. EVERIST

By: Matthew Natcham - VP - Marketing

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing Permanent Easement instrument was acknowledged before me this 22ND day of September, 2020, by Matthew Notekomas VP Mountain for L.G. Everist.

Witness my hand and Official Seal:
My Commission expires: 1-30-24



Elizabeth R. Manouf
Notary Public

ACCEPTED BY THE LUPTON MEADOWS DITCH COMPANY:

By Joe R. Miller
JOE R. MILLER President