

## TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

**THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT** (this "Agreement") is entered into this \_\_\_th day of March, 2023, by **Lyons Valley Townhomes, LP**, whose legal address is 2525 Palmer Street, Suite 1, Missoula, MT 59808 (collectively, the "Grantee"), and the **TOWN OF LYONS**, a statutory municipality of the State of Colorado, whose address is 432 5<sup>th</sup> Avenue, Lyons, CO 80540 ("Town" or "Grantor") (collectively, the "Parties").

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby sells, conveys, transfers, and delivers to the Grantee its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor and assigns, a non-exclusive Temporary Construction Access Easement (the "Temporary Construction Easement") for the real property described in **Exhibit A**, a copy of which is attached and incorporated by this reference (the "Temporary Easement Property"), to facilitate the Developers grading of Lots 29-17 on Town Property in the vicinity of the Temporary Easement Property (the "Project").

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Temporary Construction Easement is granted for the purpose of grading the Temporary Easement Property as depicted on the attached **Exhibit B**, a copy of which is attached hereto and incorporated by reference. Grantee is specifically permitted to grade no more than twenty-five feet into the Temporary Easement Property. Grantee is prohibited from grading the portion of the Temporary Easement Property occupied by the South Ledge Ditch and 20 feet on either side of the ditch as measured from the centerline of the ditch. For the purposes of performing the grading Grantee is also permitted vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Grantee's use to do all things reasonably necessary to grade the Temporary Easement Property including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles.

2. Upon expiration of the Temporary Construction Easement, Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Grantee's use with topsoil and seed; provided, however, that trees and shrubs and other vegetation will not be replaced. Grantee shall re-seed the Temporary Easement Property, at Grantee's sole cost and expense, with the seed mix and soil amendments provided by Grantor as listed in the attached **Exhibit C**, a copy of which is attached hereto and incorporated by reference. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. The term of this Agreement shall begin upon the date of mutual execution hereof and shall extend until June 30, 2023, or until the Project has been completed, whichever first occurs. Grantee may extend the Temporary Construction Easement for one (1) additional Three (3) month period (September 30, 2023) by giving written notice to Grantor on or before June 30, 2023.

3. Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's restoration obligations set forth in Paragraph 1, , and the cost recovery provision set forth in Paragraph 13, all of which shall survive the expiration or termination of this Agreement) and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement. Upon request by Grantor, Grantee shall execute any documents reasonably requested by Grantee to confirm the termination of this Agreement.

4. Grantor covenants and agrees that it is the fee owner of the Temporary Easement Property and that it has the authority to grant this Temporary Construction Easement to the Grantee.

5. Grantor reserves all rights attendant to its ownership of the Temporary Easement Property, including but not limited to the use and enjoyment of the Temporary Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

6. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor:

Lyons Valley Townhomes, LP  
2525 Palmer Street, Suite 1,  
Missoula, MT 59808

If to Grantee:

Town of Lyons  
Attn: <sup>th</sup>Town Administrator  
432 5 Avenue  
P.O. Box 49  
Lyons, CO 80540

With a copy to:

Town of Lyons

Town Attorney  
c/o Kissinger & Fellman, P.C.  
3773 Cherry Creek N Dr Ste 900,  
Denver, CO 80209

7. This Agreement represents the entire agreement between Grantor and Grantee as relates to the Temporary Construction Easement and supersedes all prior negotiations, representations,

or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the Mayor and the Grantor.

8. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Boulder, Colorado.

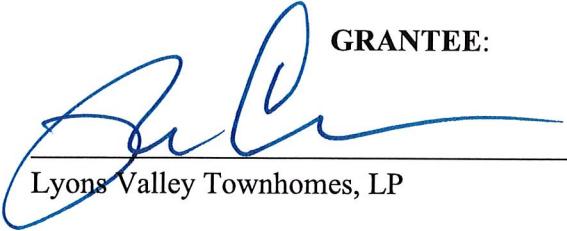
9. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. This Agreement shall not be recorded but shall nevertheless become effective upon full execution by all parties and delivery of same to the Grantee.

11. In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination or expiration of this Agreement.

12. Nothing in this Agreement in no way waives or limits Grantees rights under the Colorado Governmental Immunity Act, C.R.S. § 24-20-101, et. seq.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first set forth above.

  
\_\_\_\_\_  
Lyons Valley Townhomes, LP

**GRANTEE:**

**GRANTOR:**  
**TOWN OF LYONS, COLORADO**

By: \_\_\_\_\_  
Hollie Rogin, Mayor

Attest: \_\_\_\_\_  
Dolores Vasquez, Town Clerk

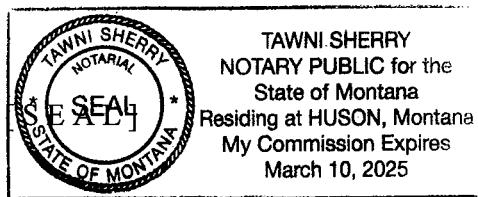
[Notary blocks for all signatories to this document follow].

STATE OF COLORADO )  
) ss.  
COUNTY OF Missoula)

The foregoing instrument was acknowledged before me this 17 day of  
March, 2023, by **Paul Capps**.

Witness my hand and official seal.

My commission expires: March 10, 2025



Tawni Sherry

Notary Public

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

The foregoing instrument was subscribed to and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2023, by **Hollie Regin** as the Mayor of the  
TOWN OF LYONS, COLORADO, for and on behalf of the Town.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

---

[ S E A L ]

Notary Public



## Property Report for Account R0515223

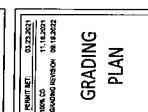
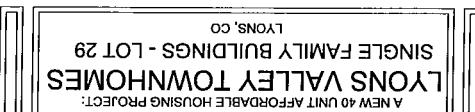
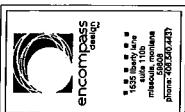
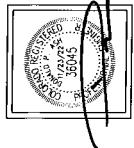
**Today's Date: 3/12/2023**



Property Address: 0 CARTER DR  
City: LYONS  
Owner: TOWN OF LYONS  
Parcel Number: 120320210009  
Mailing Address: P O BOX 49  
City, State, Zip: LYONS CO, 80540-0049  
Sec-Town-Range: 20 -3N -70  
Subdivision: LYONS VALLEY PARK FLG 8 - LY  
Jurisdiction: Lyons  
Legal Description: OUTLOT B LYONS VALLEY PARK 8  
Square Feet: 380,195  
Acres: 8.73

### Deeds

| Deed# | Sale Date | Recorded | Sale Price |
|-------|-----------|----------|------------|
|-------|-----------|----------|------------|



**LEGEND**

KEYED NOTES

1. URGENT CONCRETE EROSION AND SPALL REPAIRS, CONCRETE POLE OVER CABLE, ETC. ETC. ETC. TO BE PAVING SHED WITH SLICED CONCRETE SLAB.

2. CUTTING CONCRETE SLAB TO PAVEMENT.

3. PROPOSED CONCRETE SLAB.

4. ADVISED IF CONCRETE EROSION.

5. PROPOSED CONCRETE EROSION.

6. PROPOSED CONCRETE EROSION.

7. PROPOSED CONCRETE EROSION.

8. PROPOSED CONCRETE EROSION.

9. CONNECT TO Existing CONCRETE SLAB INSTALLED AS PART OF THE GATE DRIVE PUBLIC SURFACE ROAD.

10. CONNECT TO Existing CONCRETE SLAB, WATER SUPPLY, METER PIT, AND SEWER, ETC. ETC. ETC. TO BE PAVING SLAB, PUBLIC, MUNICIPAL PLANS.

11. PROPOSED ELECTRICAL INSULATION.

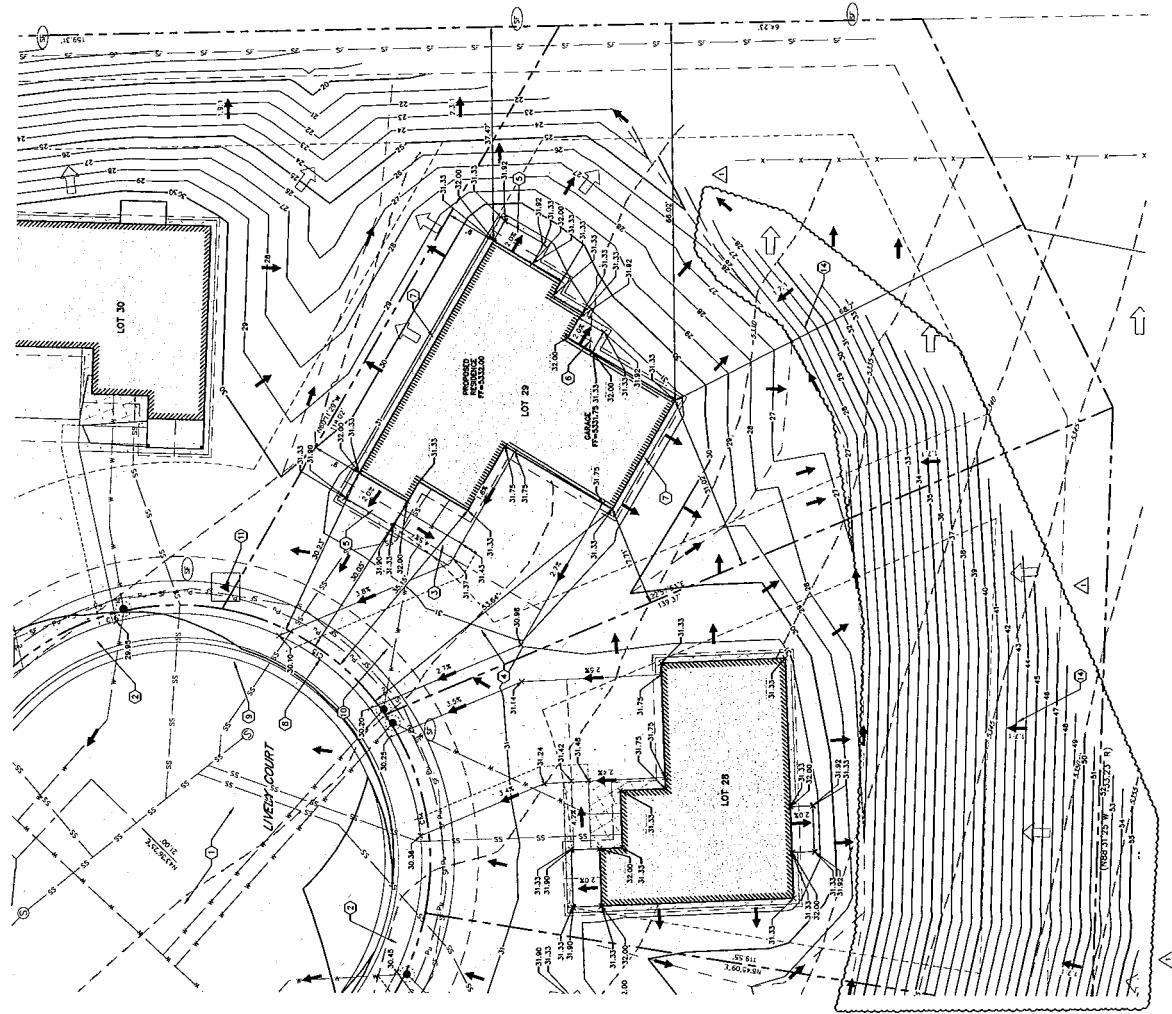
12. APPROVED SHEET LIGHT.

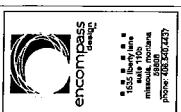
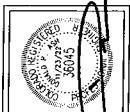
13. APPROVED RAMAGE SHALE.

CBOARDING NOTES

Scale: 1" = 10'

## Exhibit B





LYONS, CO  
LYNCH VALLEY TOWNHOMES  
SINGLE FAMILY BUILDINGS - LOT 28

## LEGEND

**LEGEND**

Existing Contour

Existing Water Value

Existing Water Meter

Control Point

Existing Power Pole

Existing Power Import

Existing Fence

Existing Underground Power Line

Existing Surface Power Wharf

Existing Water/Wire Wharf

Existing Storm Water Pumping Station

Existing Storm Water Pumping Station

Proposed Contour

$P_1$

$P_2$

$P_3$

$P_4$

$P_5$

$P_6$

$P_7$

$P_8$

$P_9$

$P_{10}$

$P_{11}$

$P_{12}$

$P_{13}$

$P_{14}$

$P_{15}$

$P_{16}$

$P_{17}$

$P_{18}$

$P_{19}$

$P_{20}$

$P_{21}$

$P_{22}$

$P_{23}$

$P_{24}$

$P_{25}$

REVIEWED NOTES

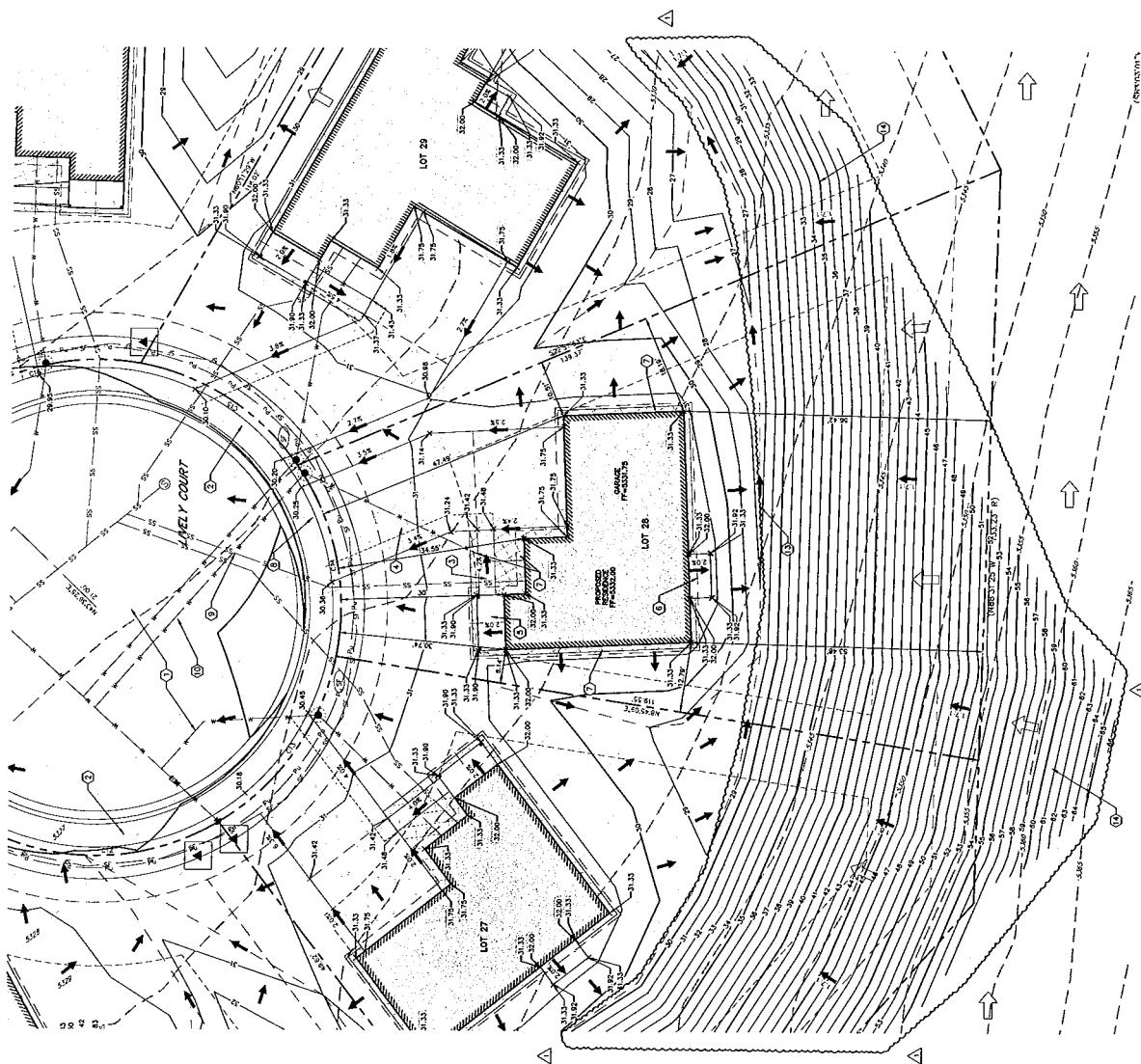
1. USE CONCRETE PAVING BLOCKS WITH 3/4" CONCRETE IN FILL.
2. ELEVATE CONCRETE SURFACE TO REACH  
OVERHANGING CROWN OF 24"
3. PROPOSED CONCRETE SIDEWALK
4. PROPOSED 15' CONCRETE DRIVEWAY
5. PROPOSED CONCRETE COUCH
6. PROPOSED CONCRETE COUCH
7. LANDSCAPE AREA WITH EDDINGS FOR LOG SHOP. SEE: LANDSCAPE
8. WATCH AREA AT ENDS OF WALK
9. CAMEO TO DESIGN "SANTARÉ" SCENE STUB INSTALLED AS PART OF  
THE CATERED PUBLIC AMUSEMENT PARKS.
10. PROPOSED 10' CONCRETE SIDEWALK, 10' CONCRETE COUCH, AND 10' CONCRETE COUCH.
11. PROPOSED LIGHTING, TRANSFORMER
12. PROPOSED STREET LIGHT
13. PROPOSED PINEAPPLE WALL.
14. PROPOSED CUT AT 21' FROM PROPOSED ELEVATION.

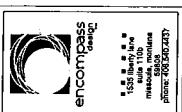
GRADING NOTES

**GRADING PLAN**

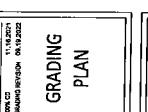
© 2020 L'ANSE DES MÉTIERS DE LA MÉTALLURGIE

C1.01





LYONS, CO  
SINGLE FAMILY BUILDINGS - LOT 27  
LYONS VALLEY TOWNHOMES



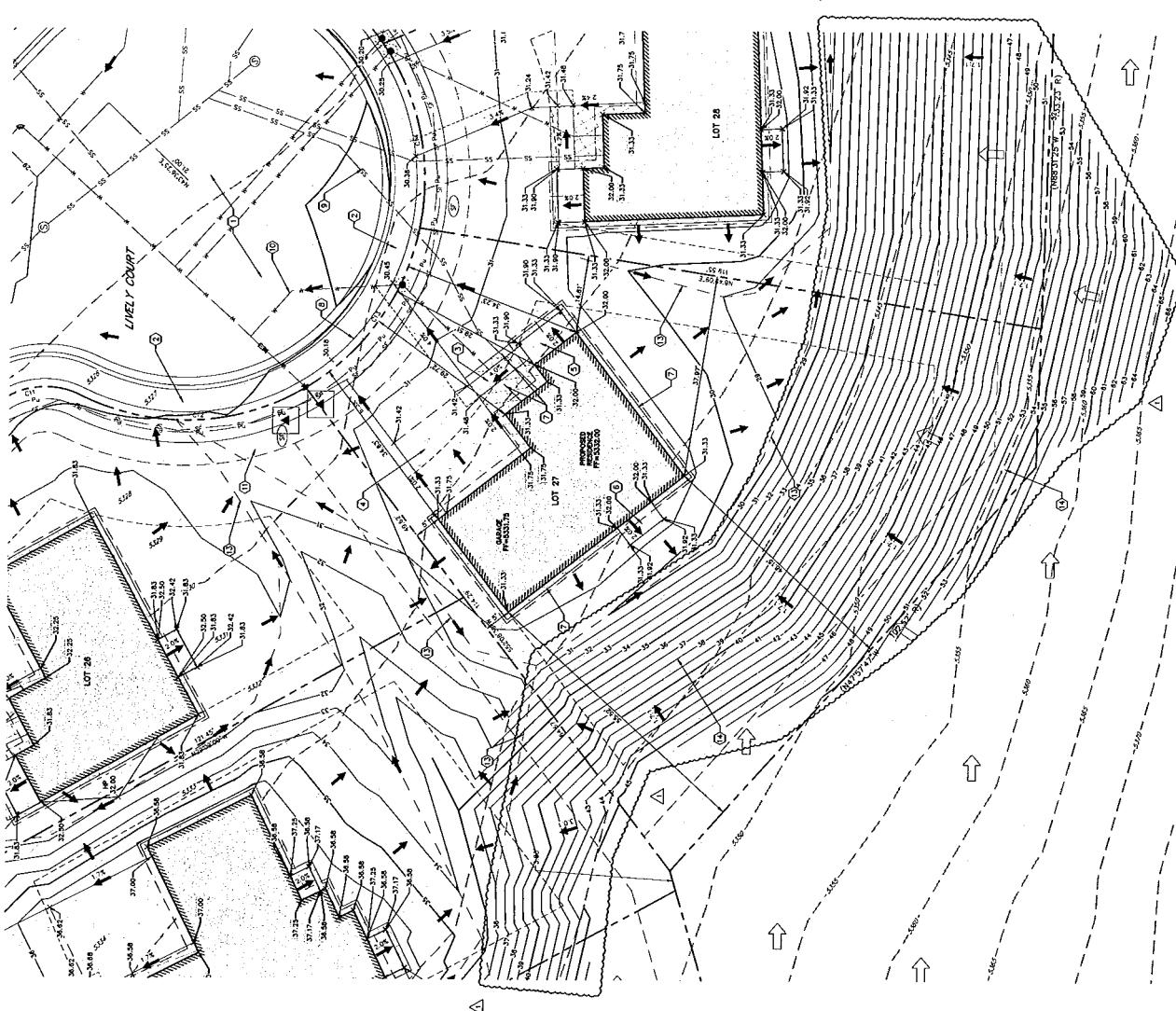
## LEGEND

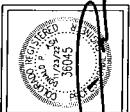
KEYED NOTES ①

1. URGENT: COUNT, TEST, AND SECURE ALL SIGHTS OF DANGEROUS OR SUSPECTED CONTAMINATED MATERIAL.
2. EXTINGUISH FIRE, SMOKE, OR SPILLS.
3. PROTECT CIVILIANS.
4. PROTECT AND SECURE ALL INFORMATION.
5. PROTECT CIVILIANS.
6. PROTECT CIVILIANS.
7. LANDSCAPE ORANGE WITH CODING FOR BODY SHIP. WE LANDSCAPE.
8. WATCH AT BACK OF WALK.
9. CONNECT TO DESTROY A "SABOTAGE" SOURCE SITE INSTALLED AS PART OF OPERATION.
10. RELEASE OF ALL CIVILIANS FROM THE AREA.
11. PROTECT CIVILIANS.
12. PROTECT CIVILIANS.

GRADING NOTES

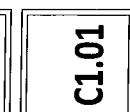
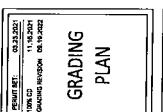
Scale: 1" = 10'





LYONS, CO  
SINGLE FAMILY BUILDINGS - LOT 26

## A NEW 4



## LEGEND

KEYED NOTES ①

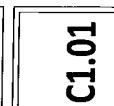
GRADING NOTES



Scale:  $1'' = 10'$



LYONS, CO  
SINGLE FAMILY BUILDINGS - LOT 25  
LYONS VALLEY TOWNHOMES  
WEBSITE: [WWW.LYONSCO.COM](http://WWW.LYONSCO.COM) OR [WWW.LYONSCO.COM/LVT](http://WWW.LYONSCO.COM/LVT)



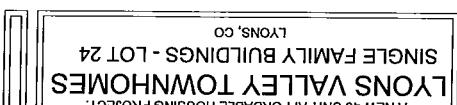
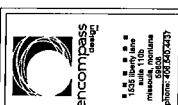
## LEGEND

KEYED NOTES ①

GRADING NOTES

Scale:  $1'' = 10'$





EGEND

**LEGEND**

- Electric conductor
- Electric water valve
- Electric water meter
- Control point
- Electric power pole
- Electric fire hydrant
- Electric fire engine
- Underground power line
- Utility vault
- Electric utility vault
- Electric water meter
- Hydrant
- Electric water valve
- Water meter
- Gas meter
- Electric service
- Water service
- Gas service
- Electric power pole
- Electric fire hydrant
- Electric fire engine
- Underground power line
- Utility vault
- Electric utility vault
- Electric water meter
- Hydrant
- Electric water valve
- Water meter
- Gas meter
- Electric service
- Water service
- Gas service

①  
REVIEWED NOTES

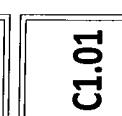
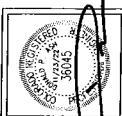
ORDINANZAS

|      |            |
|------|------------|
| NET: | 03.23.2021 |
|      | 1.16.2021  |
|      | 09.19.2022 |

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101





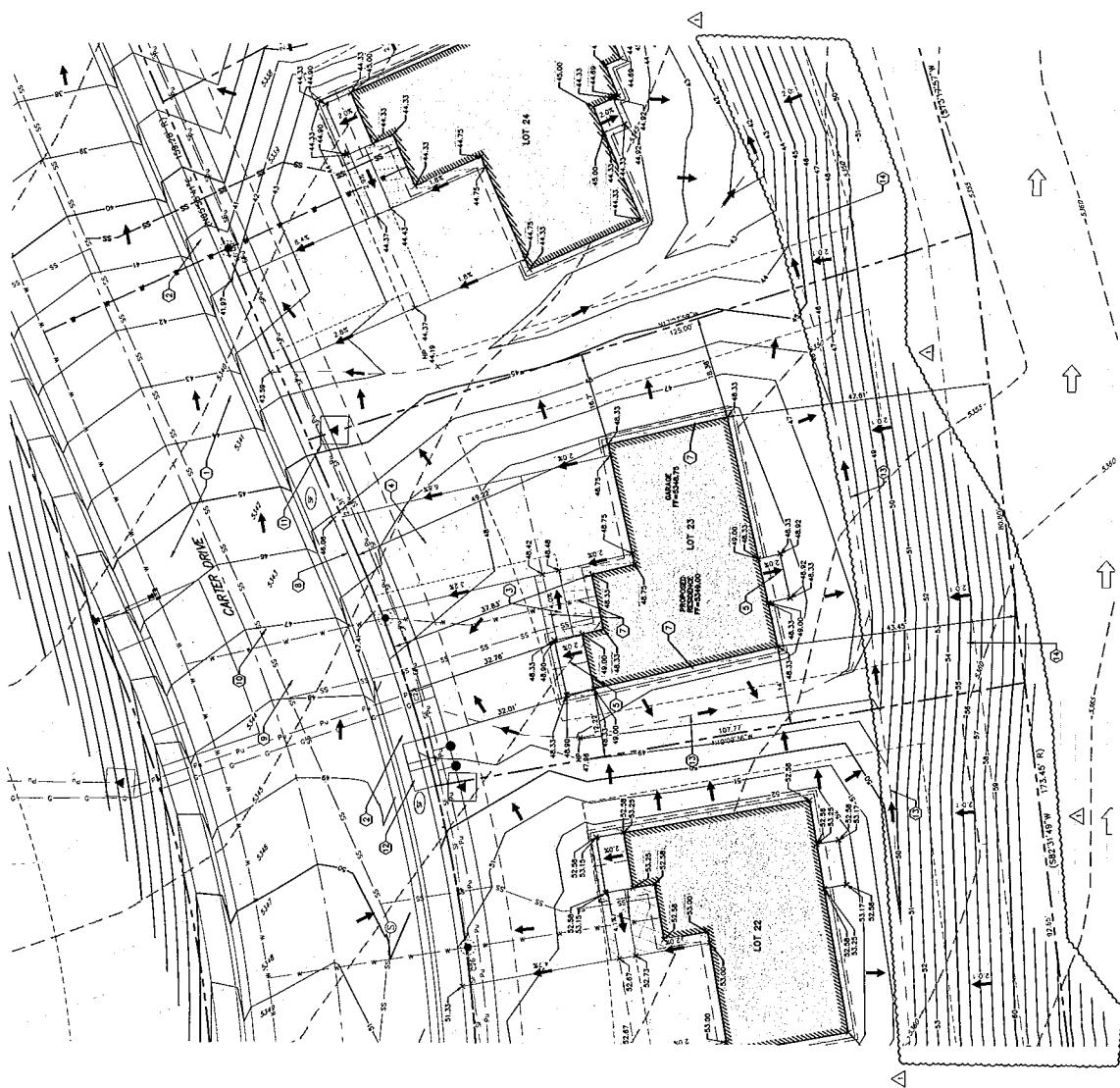
## LEGEND

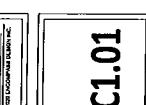
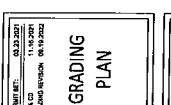
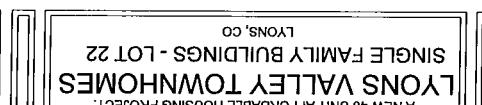
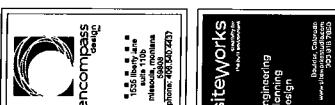
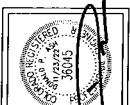
|                                     |                                  |
|-------------------------------------|----------------------------------|
| LEGEND                              | TESTING CONDITION                |
|                                     | EXHAUST WATER VALVE              |
| <input checked="" type="checkbox"/> | EXHAUST WATER METER              |
| <input type="radio"/>               | CONTROL POINT                    |
| <input type="triangle-left"/>       | EXHAUST PORT, PULL               |
| <input type="triangle-right"/>      | EXHAUST PORT, PULL               |
|                                     | EXHAUST FENCE                    |
| <input type="triangle-left"/>       | EXHAUST FENCE                    |
| <input type="triangle-right"/>      | EXHAUST UNDERDRAFT PORT          |
| <input type="triangle-down"/>       | EXHAUST SANITARY SEWER           |
| <input type="triangle-up"/>         | EXHAUST WATER METER              |
| <input type="triangle-left"/>       | EXHAUST SANITARY SEWER, WASHDOWN |
| <input type="triangle-right"/>      | EXHAUST SANITARY SEWER, WASHDOWN |
|                                     | PROPORTIONAL CONTROLLER          |

KEYED NOTES

GRADING NOTES

Scale: 1" = 10'





EGEND

**LEGEND**

|                                    |                                       |
|------------------------------------|---------------------------------------|
| Exterior: CONCRETE                 | Exterior: WATER VALVE                 |
| Exterior: WATER METER              | Condition: OPEN                       |
| Exterior: POWER POLE               | Exterior: FIRE HYDRANT                |
| Exterior: DRAIN                    | Exterior: SOURCE                      |
| Exterior: UNDERGROUND POWER LINE   | Exterior: SANITARY SEWER / W/ANAMOLIC |
| Exterior: WATER LINE               | Exterior: WATER LINE, HYDRANT         |
| Exterior: STORM SEWER / W/ANAMOLIC | Exterior: STORM SEWER                 |

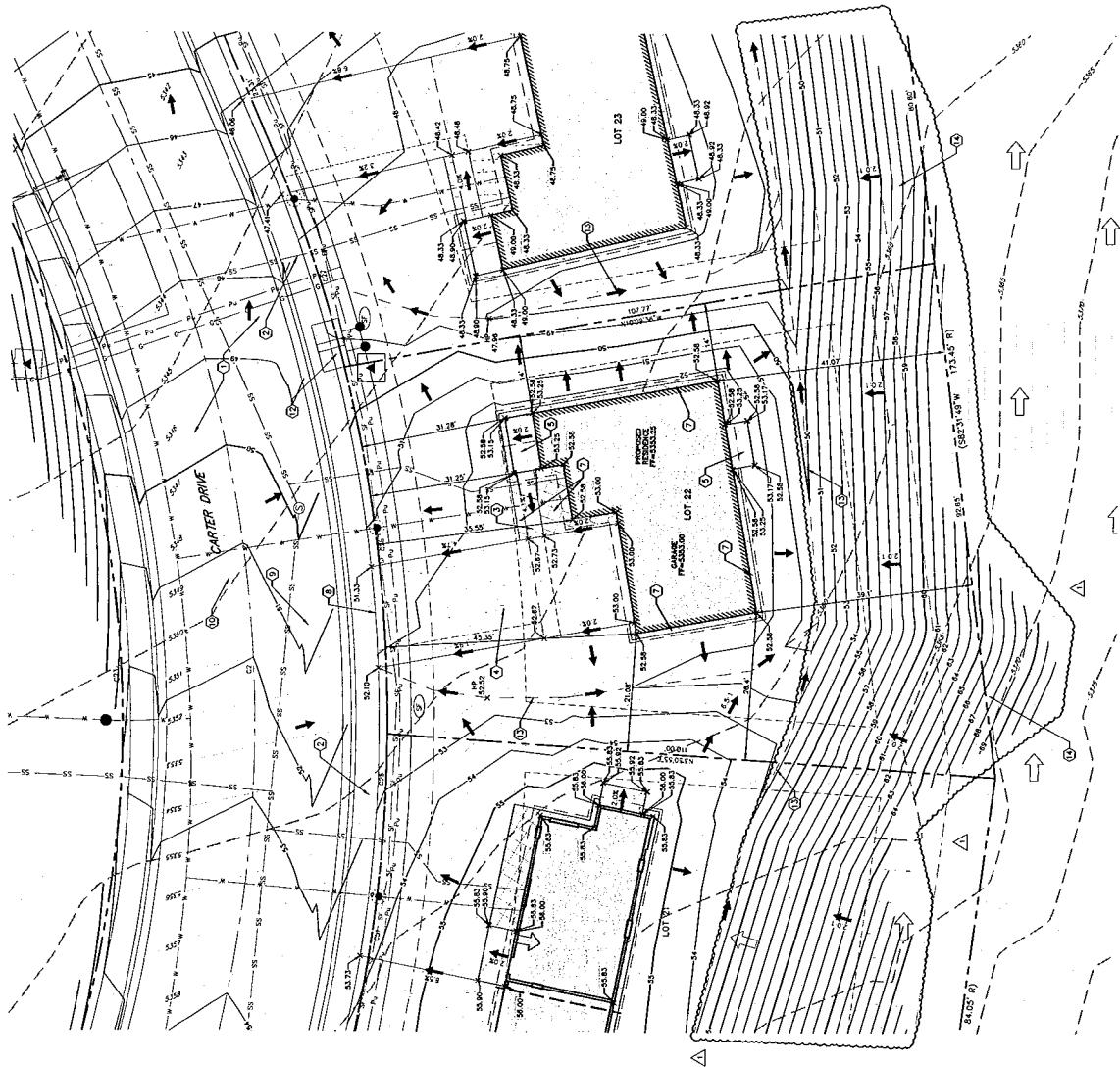
KEYED NOTES

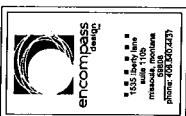
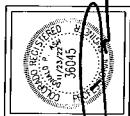
1. CATERPILLAR STEEL SECTIONAL AND CONCRETE PILE DRIVEN CONCRETE PILE DRIVEN
2. EXISTING CONCRETE SPURWAY TO PLATEAU
3. IMPROVED CONCRETE SPURWAY
4. NEW CONCRETE SPURWAY
5. PROPOSED CONCRETE SPURWAY
6. PROPOSED CONCRETE SPURWAY
7. LANDSCAPE AREA, WITH BODIES ON BOR. SHPP. NE. LANDSCAPE
8. MATCH AREA AT ENDS OF WALK
9. CONNECT TO EXISTING "C" SHAPED SEAT INSTALLED AS PART OF CONCRETE SPURWAY
10. MATCH AREA AT ENDS OF WALK
11. PROPOSED ELECTRICAL, TRANSFORMER
12. PROPOSED SPURWAY, WHILE
13. PROPOSED CUT AT 2:1 SLOP PROTECTIVE INCLINE

GRADING NOTES

Scale: 1" = 10'

Scale: 1" = 10'





LEGEND

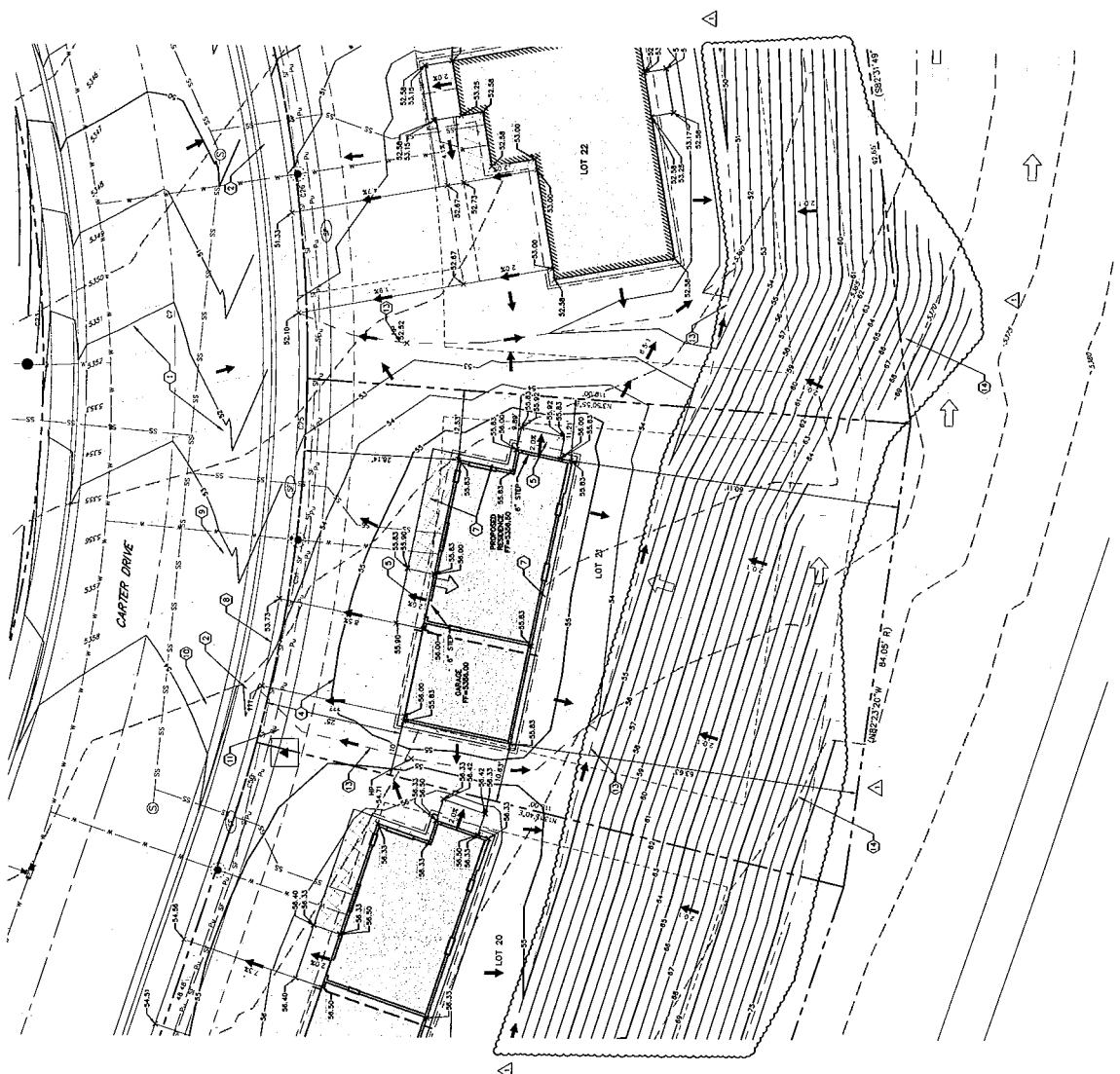
KEYED NOTES 1

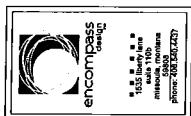
BADING NOTES

**SHADING BOUNDARY**  
GOING ON THE RECORD AS A DOCUMENTATION OF THE PROPERTY OWNED BY THE PARTIES TO THE DEED, THE PARTIES TO THE DEED, AND THE PARTIES TO THE DEED AS A RECORD OF THE PROPERTY OWNED BY THE PARTIES TO THE DEED.

Scale: 1" = 10'

Scale: 1" = 10'





## LEGEND

## KEYED NOTES

LYONS, CO  
SINGLE FAMILY BUILDINGS - LOT 20  
LYONS VALLEY TOWNHOME PROJECT  
ATCW 40 UNIT AFFORDABLE HOUSING PROJECT

A SNUX  
2015 MENU

GRADING PLAN

C1.01

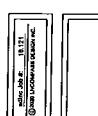
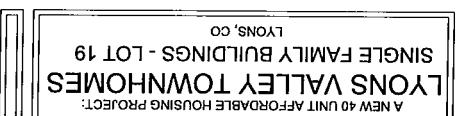
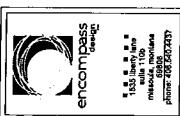
Scale: 1" = 10'



GRADING NOTES

GRANADA NEWS SERVICE - The following is the first to be sent to the public by the Government of the Republic of Granada. It is to be noted that the Government of the Republic of Granada has not yet issued any official statement concerning the recent events in the country. The following statement is to be read in full and is to be held in confidence by all persons who receive it.

△



## LEGEND

X 25.8  
 $25\theta$

MEAS. SPOT ELEVATION  
ADDED TO ALL SPOT ELEVATIONS

EXISTING SPOT ELEVATION  
HISTORIC SHEET 1 LOW

KEYED NOTES

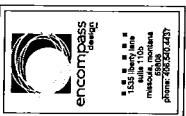
**NETTED PAVING**

1. CARVE BOUNDARY SECTION WITH ASHRAE PAVING CONCRETE AND Hardscape Paving Set. SMOOTH OR UNPREDICTED WITH PUBLIC Hardscape Paving Set. TO REACH.
2. USE CONCRETE TO REACH.
3. PROPOSED CONCRETE SEPARATE.
4. PROPOSED CONCRETE DIVIDER.
5. PROPOSED CONCRETE DIVIDER.
6. PROPOSED CONCRETE STOP.
7. BLOWN CONCRETE, WITH TROWEL FOR NEW STONE RE. LANDSCAPE.
8. WATCH OUT BACK OF WALL.
9. CONNECT TO EXISTING CONCRETE SURFACES INSTALLED AS PART OF THE GATE CONCRETE SURFACE GRAVEL PAVING.
10. CONNECTED TO EXISTING CONCRETE SURFACES, AS WELL AS NEW STONE SETTER AND HARDSCAPE SURFACES.
11. PROPOSED CONCRETE Hardscape.
12. PROPOSED CONCRETE Ledge.
13. PROPOSED CONCRETE SURFACE.
14. PROPOSED CONCRETE SURFACE.

GRADING NOTES

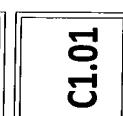
Scale: 1" = 10'

A detailed site plan for a residential development. The plan shows several lots, including LOT 18, LOT 19, and LOT 20. A road labeled 'CARTER DRIVE' runs through the property. Various property lines are marked with 'SS' (Survey Station) and 'LS' (Lot Survey) labels. Arrows indicate property boundaries and easements. A north arrow is located in the top right corner. The plan is oriented with the top right corner pointing upwards.



LYONS, CO  
SINGLE FAMILY BUILDINGS - LOT 18  
LYONS VALLEY TOWNHOMES  
A NEW 40 UNIT AFFORDABLE HOUSING PROJECT.

A NEW AD

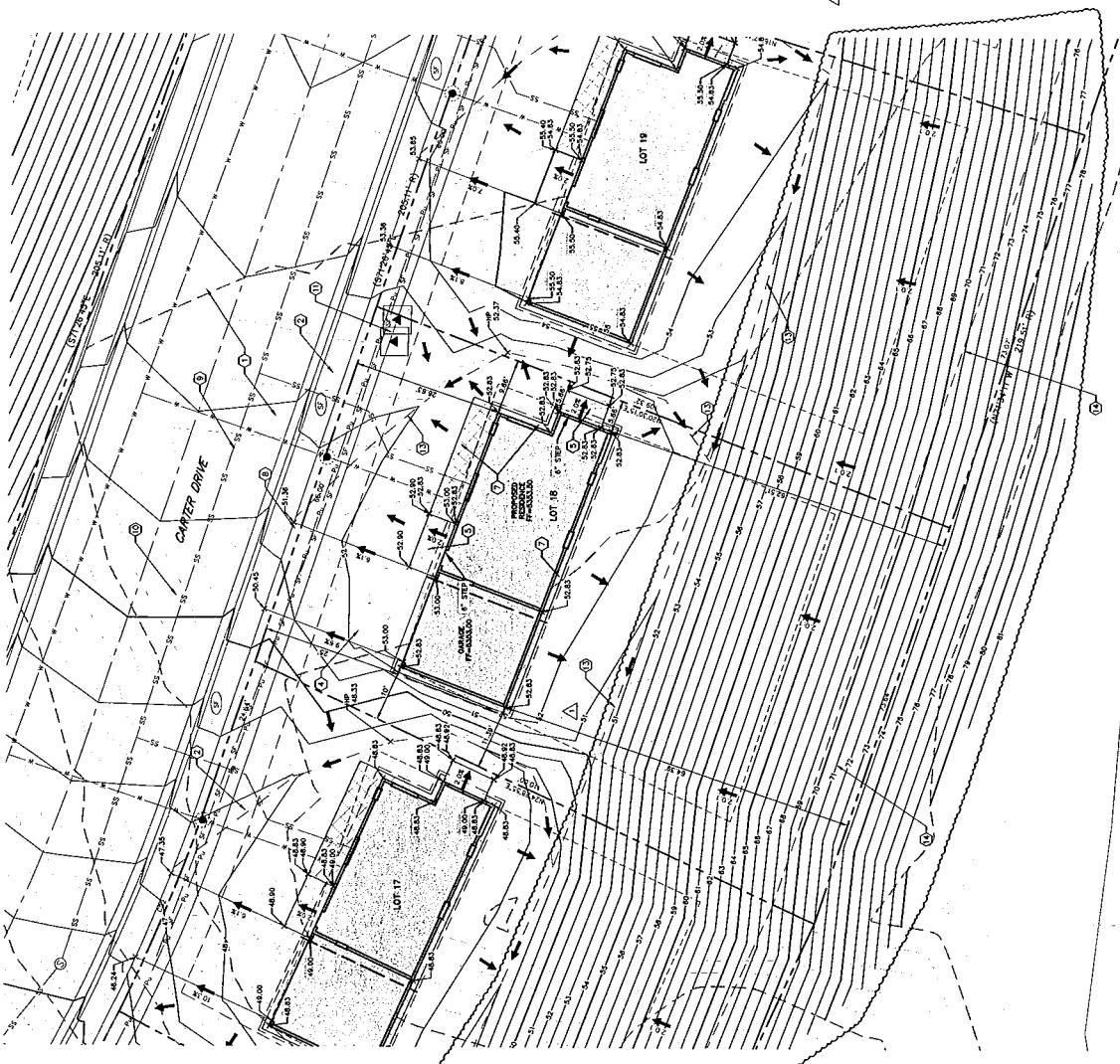


## LEGEND

KEYED NOTES

GRADING NOTES

Scale: 1" = 10'





LEGEND

KEYED NOTES 5

1. CERT. LDR. THAT 1ST SECTION AND APPROV. CONCRETE REEL  
MANUFACTURER WILL SET REEL ON GROUND.  
2. EXISTING CONCRETE DRIVE TO GRAVEL.  
3. PROPOSED 4' CONCRETE SIDEWALK.  
4. PROPOSED 4' CONCRETE DRIVEWAY. DASHED AREA INDICATES REQUIRED  
AD. RATE.  
5. PROPOSED CONCRETE DRIVE.

6. PROPOSED CONCRETE SIDEWALK.

7. PROPOSED CONCRETE DRIVEWAY.

8. WATCH GATE AT ENTRANCE OF PARK.

9. CONCRETE DRIVE 4' X 10' X 12' CONCRETE SLAB INSTALLED AS PART OF  
THE GATE SYSTEM. 4' X 10' CONCRETE SLAB INSTALLED AS PART OF  
THE GATE SYSTEM.

10. CONNECTED TO EXISTING 4" WATER DRIVE, PUBLIC WATER AND SEWER PLANS.

11. PROPOSED ELECTRICAL TRANSFORMER.

12. PROPOSED STREET LIGHT.

13. PROPOSED DRIVE SWALE.

11-107-60106

SINGLE FAMILY BUILDINGS - LOT 17

LLEY TOWNHOMES

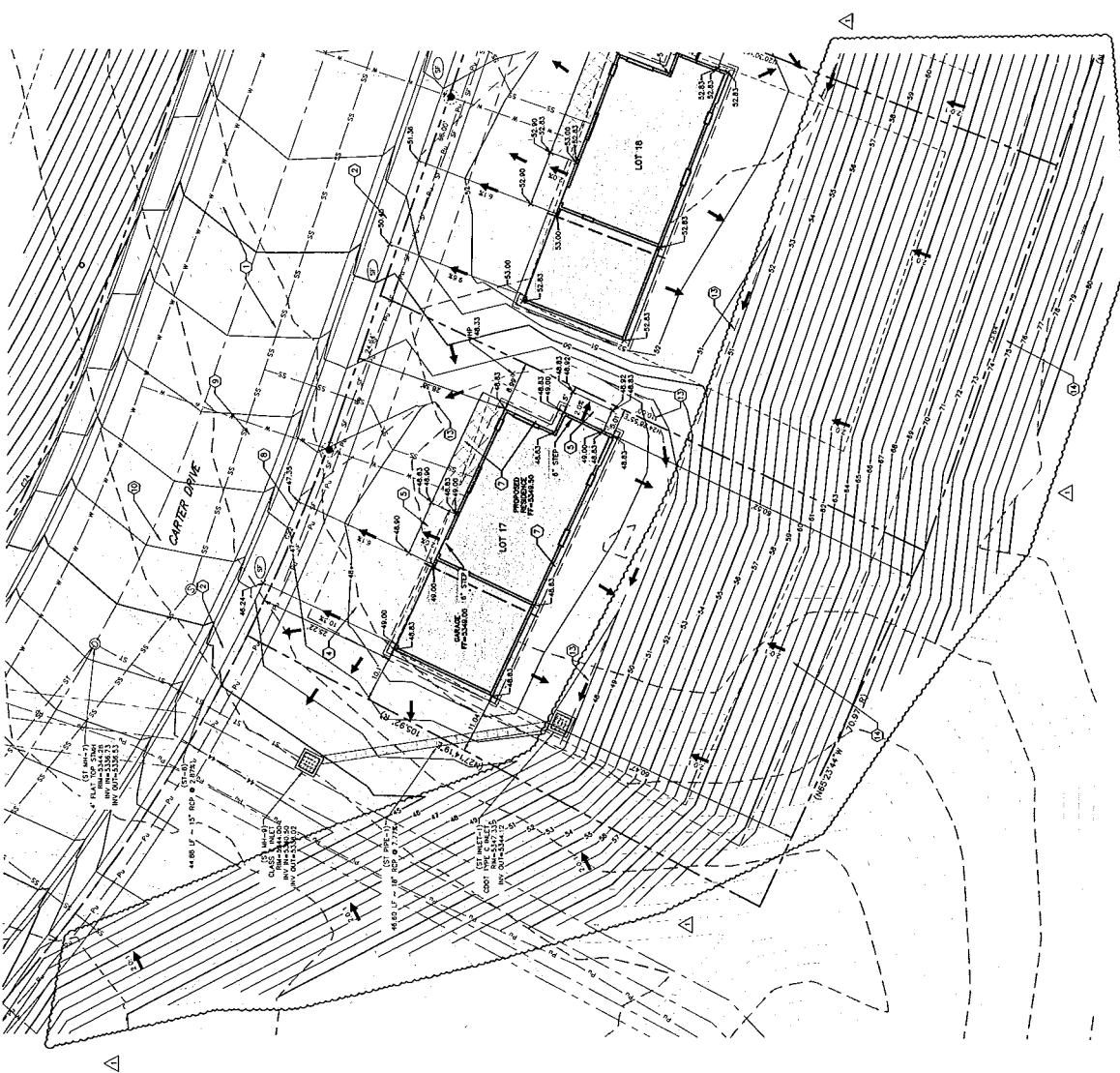
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Scale: 1" = 10'



## Exhibit C

### Seed Mix

| Common Name             | Latin name                     | Preferred Variety         | % of mix   | PLS#/Acre    |
|-------------------------|--------------------------------|---------------------------|------------|--------------|
| <b>Grasses</b>          |                                |                           |            |              |
| Side Oats Grama         | <i>Bouteloua curtipendula</i>  | Vaughn                    | 7          | 2.28         |
| Blue Grama              | <i>Bouteloua gracilis</i>      | Native or Alma or Hachita | 12         | 0.79         |
| Canada Wildrye          | <i>Elymus canadensis</i>       | Mandan                    | 8          | 3.03         |
| Squirreltail            | <i>Elymus elymoides</i>        | Pueblo or Wapiti          | 10         | 3.18         |
| Thickspike Wheatgrass   | <i>Elymus lanceolatus</i>      | Critana                   | 12         | 3.35         |
| Slender Wheatgrass      | <i>Elymus trachycaulus</i>     | San Luis                  | 9          | 2.47         |
| Little Bluestem         | <i>Schizachyrium scoparium</i> | Cimarron or Pastura       | 8          | 1.34         |
| Sand Dropseed           | <i>Sporobolus cryptandrus</i>  | VNS                       | 4          | 0.06         |
| Needle and Thread Grass | <i>Stipa comata</i>            | VNS                       | 10         | 3.79         |
| <b>Totals</b>           |                                |                           | <b>80</b>  | <b>20.29</b> |
| <b>Forbs and Shrubs</b> |                                |                           |            |              |
| Prairie Sage            | <i>Artemisia ludoviciana</i>   | VNS                       | 3          | 0.03         |
| Rabbitbrush             | <i>Ericameria nauseousus</i>   | VNS                       | 6          | 0.76         |
| Blanketflower           | <i>Gaillardia aristata</i>     | VNS                       | 3          | 0.99         |
| Golden Aster            | <i>Heterotheca villosa</i>     | VNS                       | 4          | 0.25         |
| Yellow Coneflower       | <i>Ratibida columnifera</i>    | VNS                       | 4          | 0.14         |
| <b>Totals</b>           |                                |                           | <b>20</b>  | <b>2.17</b>  |
|                         |                                | <b>Overall Total</b>      | <b>100</b> | <b>22.46</b> |

**VNS = Variety Not Stated - Wild Native Collections**

**Rates are for broadcasting. If using seed drill, reduce rate by 50%**

All seed supplied will be in compliance with State and Federal Seed noxious weed laws, with proper labeling and documentation.

#### Soil Amendments:

Soil amendment shall be composted material shall consist of aged organic matter, free of weed or other noxious plant seeds, lumps, stones, or other foreign contaminants harmful to plant life, and having the following characteristics based on a nutrient test performed no longer than 3 months prior to its incorporation into the project:

1. Organic matter: 25% maximum.
2. Salt content: 5.0 mmhos/cm maximum.
3. pH: 7.5, maximum.

4. Carbon to nitrogen ratio shall be less than 20:1.
2. Mountain peat, aspen humus, gypsum and sand will not be accepted.
3. Acceptable product: Class I compost, such as Ecogro or Bio-comp, as produced by A1 Organics, Eaton, CO, or approved equal.
4. If a site is unable to be tilled as determined by the Project Manager, then the following products shall be used as a soil conditioner:
  1. Organic slow release fertilizer (6-1-1), acceptable product: "Biosol" or approved equal.
  2. Granular Humic Acid soil conditioner, acceptable product: "Menefee Humate Soil Conditioner".
  3. Mycorrhizal Granular Inoculum. Acceptable product: "MycoApply Endo Granular".
  4. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb (0.45 kg) of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb (0.45 kg) of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.
  5. Mycorryzal Inoculant: AM-120, as manufactured by Reforestation Technologies International, locally available from Pawnee Buttes Seed, Greeley, CO, (970)356-7002.

Application rate: Application of soil amendments shall be at a rate of 100 CY per Acre for native seed area, and 4 cubic yards of soil amendment per 1000 SF of irrigated area.

Sod and Grass Areas: Rip or scarify compacted subgrade to a 12" depth to bond topsoil to subsoil. Place amended topsoil to a minimum depth of 8" after settlement in sod areas. After applying soil condition and fertilizer, thoroughly till area to depth of 6" minimum by plowing, rototilling, harrowing, or disking until soil is well pulverized and thoroughly mixed.

Native Grass Areas: Rip or scarify compacted subgrade to a 12" depth to bond topsoil to subsoil. Place amended topsoil to a minimum depth of 6" after settlement in native areas. After applying soil condition and fertilizer, thoroughly till area to depth of 6" minimum by plowing, rototilling, harrowing, or disking until soil is well pulverized and thoroughly mixed. Utilize an approved hydromulcher to apply cellulose fiber at a rate of 3,000 pounds per acre.