

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 5th 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: th 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. Grantee shall indemnify and hold the Town harmless from and against any and all losses, claims, suits, rights, causes of action, damage, liability or expense, including, without

limitation, attorneys' fees and court costs, arising from or in connection with the easement purpose described in Section 1 above and mechanics and materialmen's liens and claims that might be filed as the result of the performance of or in connection with the grading and related activities, except as may be caused by the negligence or willful misconduct of the Town. The Parties' obligations under this paragraph shall survive the term or expiration of this Agreement.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

GRANTEE:



Lyons Valley Townhomes, LP

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)
)
COUNTY OF) ss.

The foregoing instrument was subscribed to and acknowledged before me this
____ day of _____, 2023, by **Hollie Rogin** 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]

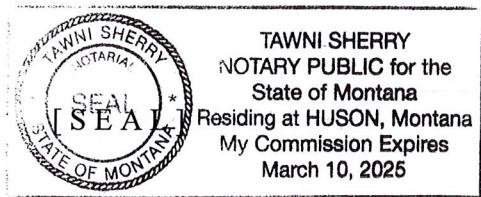
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Missouri)

The foregoing instrument was acknowledged before me this 30 day of March, 2023, by **Paul Capps**.

Witness my hand and official seal.

My commission expires: March 10, 2025



Devin Henry

Notary Public



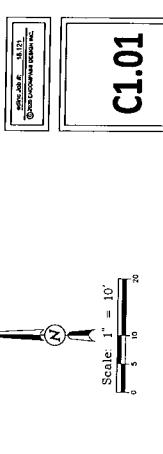
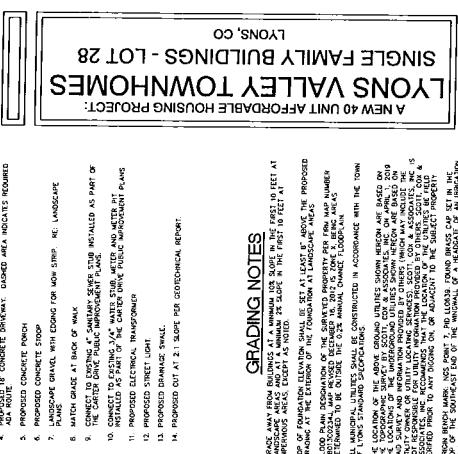
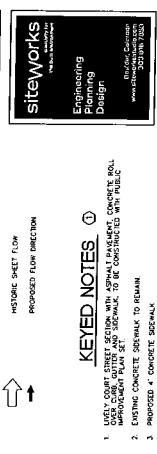
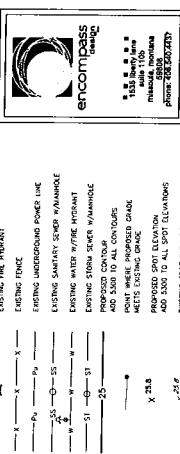
Property Report for Account R0515223

Today's Date: 3/12/2023

No picture available

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
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LEGEND

KEYED NOTES

1. EARTH, GRAVEL, STONE, DIRT, AND SAND, AS INDICATED ON THE CONTRACT DOCUMENTS, FOR THE CONSTRUCTION OF THE PROJECT, AS SHOWN ON THE CONTRACT DOCUMENTS, AS INDICATED ON THE CONTRACT DOCUMENTS.

2. CONCRETE, AS INDICATED ON THE CONTRACT DOCUMENTS, AS SHOWN ON THE CONTRACT DOCUMENTS.

3. PREPARED CONCRETE SURFACE, TO FURNISH

4. PREPARED CONCRETE SURFACE, TO FURNISH

5. PREPARED CONCRETE SURFACE, TO FURNISH

6. PREPARED CONCRETE SURFACE, TO FURNISH

7. LANDSCAPE GROVE, WITH EDDING OR WOOD STICK, NO. LANDSCAPE

8. MUD GROVE AT BASE OF WALL

9. SURFACE CONCRETE, TO FURNISH, AS INDICATED ON THE CONTRACT DOCUMENTS, AS SHOWN ON THE CONTRACT DOCUMENTS.

10. CONCRETE, AS INDICATED ON THE CONTRACT DOCUMENTS, AS SHOWN ON THE CONTRACT DOCUMENTS.

11. PREPARED ELECTRICAL, TRANSFORMER

12. PREPARED STREET LIGHT

13. PREPARED DRAINAGE, WALL

14. PREPARED DRAINAGE, WALL

15. PREPARED SURFACE FOR GROUNDFLOOR REPORT

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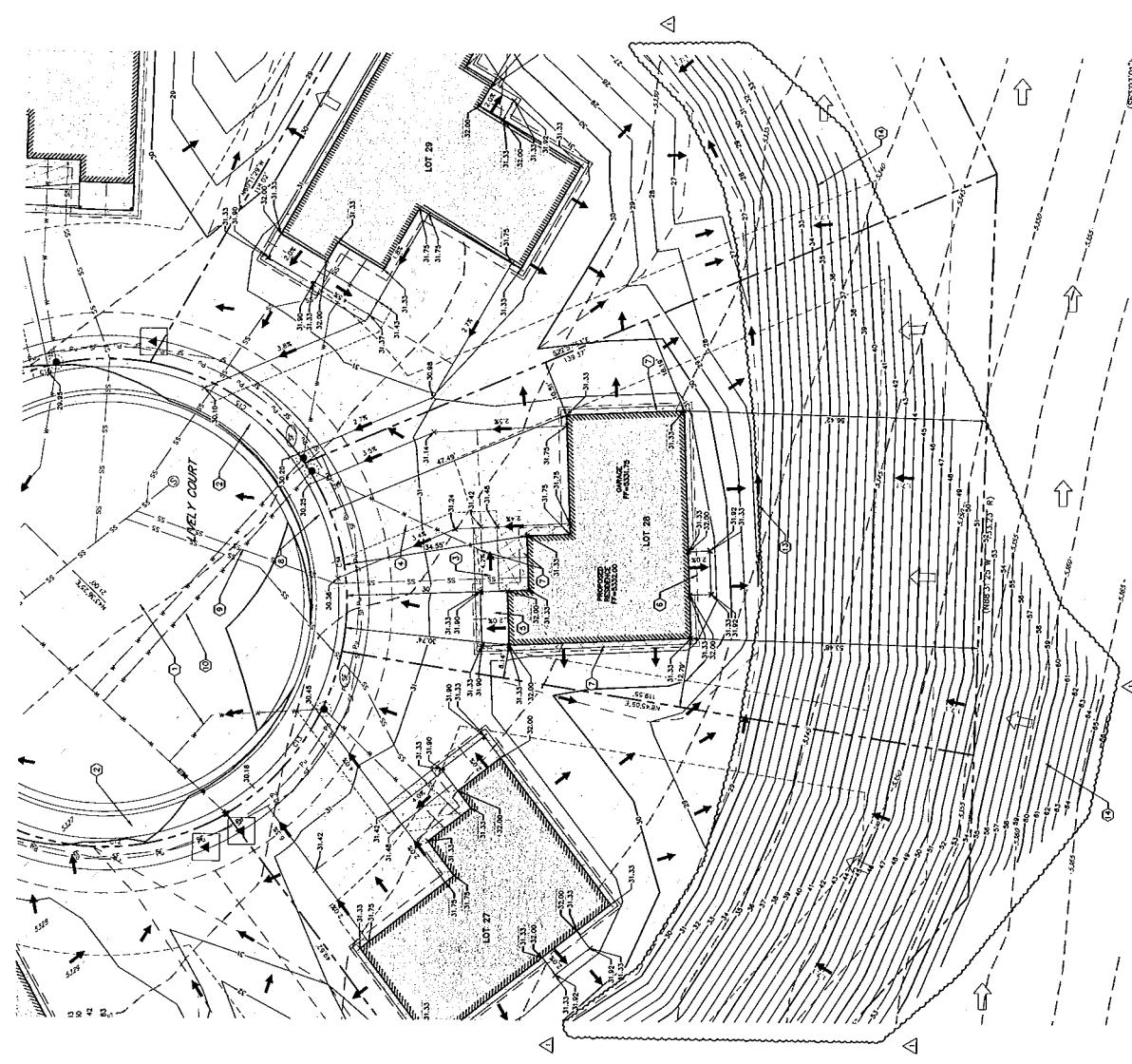
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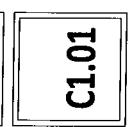
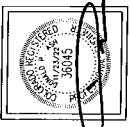
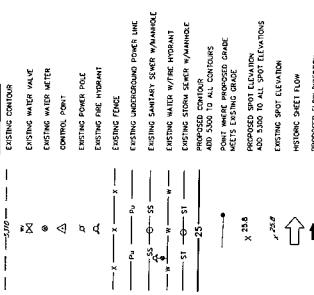
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Scale: 1" = 10'

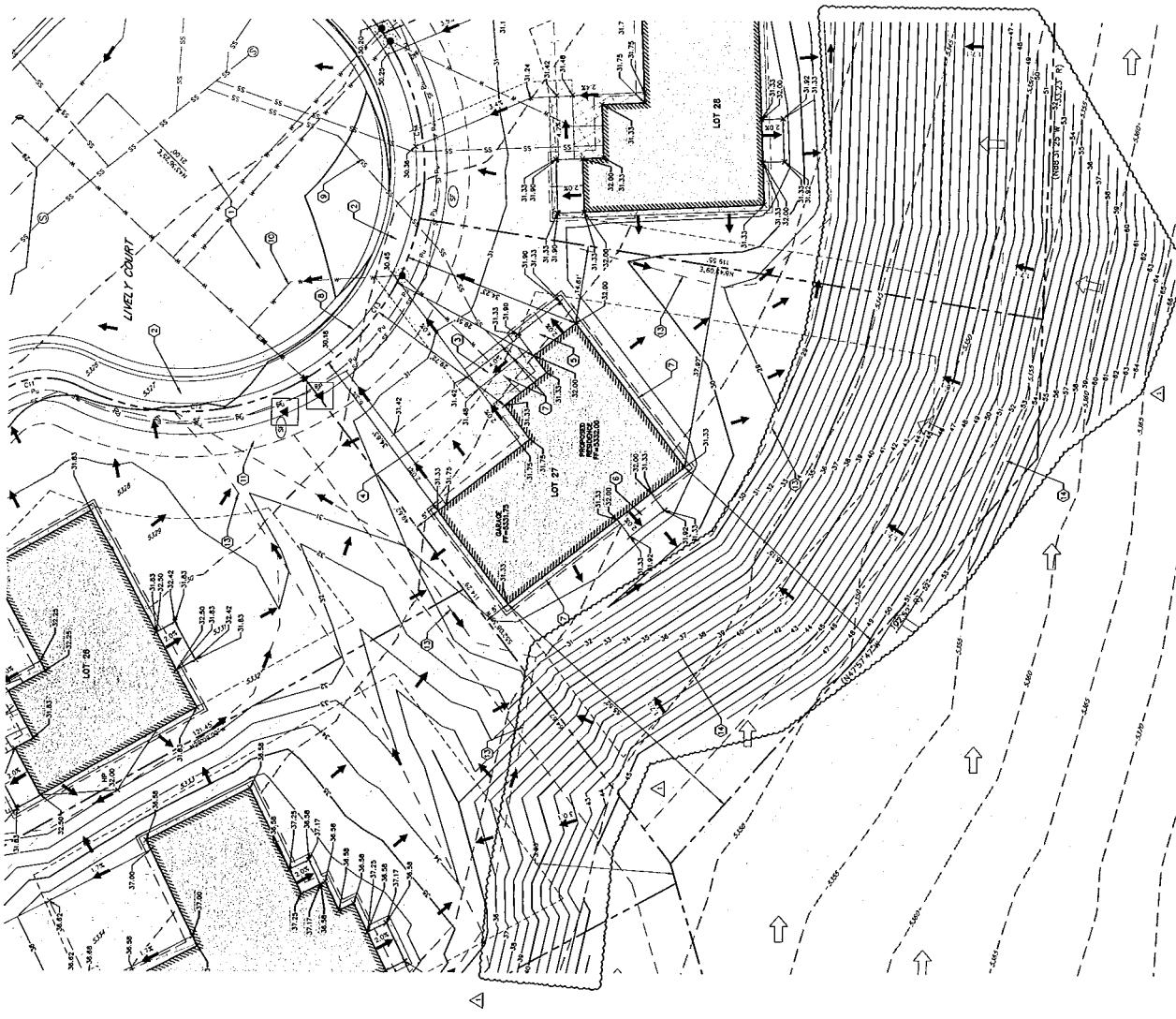


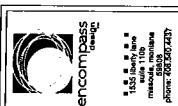
**LEGEND****KEYED NOTES ①**

1. LIVELY COUNTRY: 10' ELEVATION, MIN. 10' SPAN, 10' PITCH, CONCRETE, IRON, HANDBRAKE PLATE SET.
2. EXISTING CONCRETE SEWER, 10' DIAMETER.
3. PROPOSED 4' CONCRETE SIDEWALK.
4. PROPOSED 6' CONCRETE DRIVEWAY.
5. PROPOSED CONCRETE SIDEWALK.
6. PROPOSED CONCRETE SIDEWALK.
7. LANDSCAPE GRAVEL, 10' DEEP FOR MULCH, 10' DEEP FOR LANDSCAPE PLANT.
8. MATCH GRADE AT FAIR OF WALK.
9. CONNECT TO EXISTING "S" SANITARY SEWER, 10' DIAMETER.
10. CONNECT TO EXISTING PUBLIC UNDERGROUND PLANS.
11. CONNECT TO EXISTING 10' CONCRETE SIDEWALK, 10' CONCRETE DRIVEWAY, AND 10' CONCRETE DRIVEWAY.
12. PROPOSED STREET LIGHT.
13. PROPOSED DRIVEWAY.
14. PROPOSED CUT AT 1:1 SLOPE, SEE TECHNICAL REPORT.

GRADING NOTES

1. GRADE NEW FRAM BUILDINGS AT A MINIMUM 4% SLOPE, OR THE PITCH TO FEET AT 10' SPANNING AREA, EXCEPT AS NOTED.
2. MATCH ELEVATION, AT LEAST 6' ABOVE THE PROPOSED GRADE AT THE FOUNDATION LINE, SET AT LEAST 6' ABOVE THE LANDSCAPE AREA.
3. ALLOW 10' DEEP FOR MULCH, 10' DEEP FOR LANDSCAPE PLANT, AND 10' DEEP FOR CONCRETE SIDEWALK, 10' DEEP FOR CONCRETE DRIVEWAY, AND 10' DEEP FOR CONCRETE DRIVEWAY.
4. ALL MUNICIPAL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE OWNERS.
5. THE LOCATION OF THE PROPOSED UTILITIES, SEWER, WATER, AND SEWER, AND THE LOCATION OF THE PROPOSED SIDEWALK, DRIVEWAY, AND CONCRETE DRIVEWAY, SHALL BE DETERMINED BY THE OWNERS AND THE ENGINEER. THE OWNERS SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITIES, SEWER, AND CONCRETE SIDEWALK, DRIVEWAY, AND CONCRETE DRIVEWAY, AND THE OWNERS SHALL BE RESPONSIBLE FOR THE LOCATION OF THE SIDEWALK, DRIVEWAY, AND CONCRETE DRIVEWAY.
6. OWNERS SHALL NOT DAMAGE THE UTILITIES, SEWER, AND CONCRETE SIDEWALK, DRIVEWAY, AND CONCRETE DRIVEWAY, AND THE OWNERS SHALL NOT DAMAGE THE SIDEWALK, DRIVEWAY, AND CONCRETE DRIVEWAY.





LEGEND

KEYED NOTES ①

LYONS, CO
SINGLE FAMILY BUILDINGS - LOT 26
LYONS VALLEY TOWNHOMES
A NEW 40 UNIT AFFORDABLE HOUSING PROJECT!

A NEW 40 UNIT AFFORDABLE HOUSING PROJECT:
YONGE & 411 STATION

GRADING PLAN
03-23-2021
11-18-2021
08-19-2022
% CD
MANO Revision

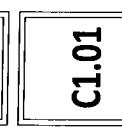
PERMIT #
100% CD
GRADING

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Scale: 1" = 10'





LEGEND

KEYED NOTES 11

GRADING NOTES

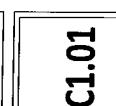
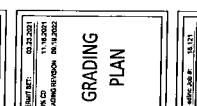
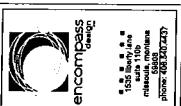
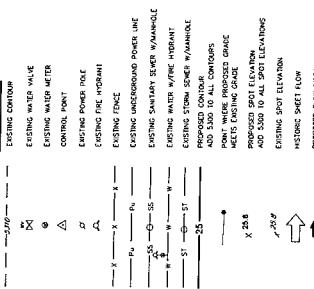
GRADING
PLAN

11

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Scale: $1'' = 10'$

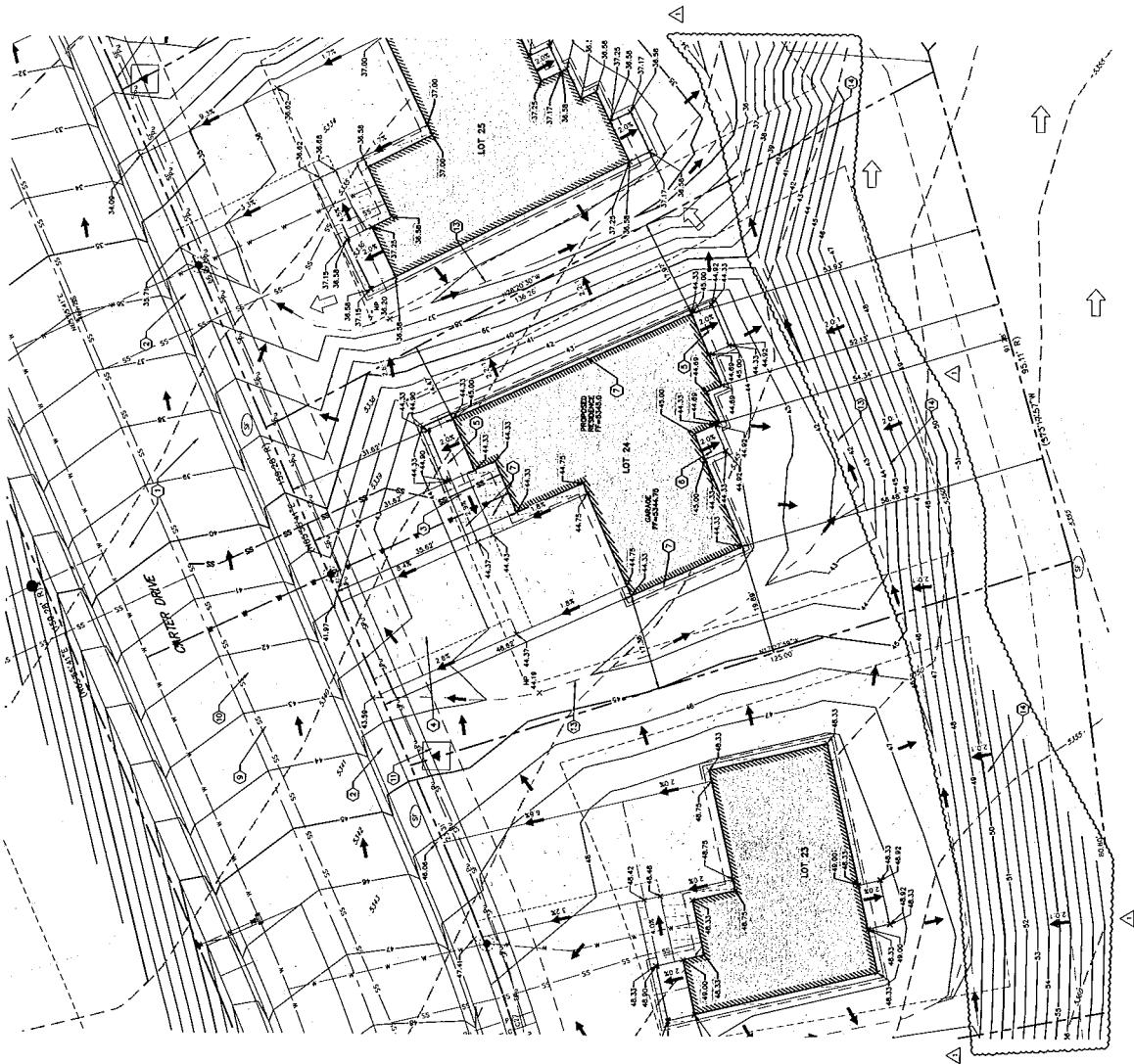


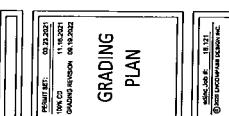
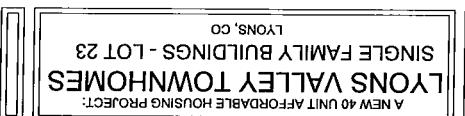
**LEGEND****KEYED NOTES** ①

1. CROWN PROPOSED SECTIONAL ELEVATION TO BE MAINTAINED AS A CONTINUOUS ROLL OVER SURVEYING PLAN SET.
2. THIS CONCRETE SEWER TO REMAIN.
3. PROPOSED CONCRETE DRAWS.
4. PICTURES IN CONCRETE DRAW.
5. PROPOSED CONCRETE DRAWS.
6. PROPOSED CONCRETE DRAWS.
7. LANDSCAPE GRAVEL, ROLL DODGING FOR NEW STP. IN LANDSCAPE PLANS.
8. MATCH GRADE AT BACK OF BANK.
9. CONNECT TO EXISTING 4" SANITARY SEWER STUB INSTALLED AS PART OF THE CONTROL BANK PUBLIC WORKS PLAN.
10. WATER, SEWER, AND METAL PIPE REMAIN IN PLACE.
11. PROPOSED ELECTRICAL Poles.
12. PROPOSED STREET LIGHT.
13. PROPOSED DRAINAGE SWALE.
14. PROPOSED CUT AT 2:1 SLOPE PER GEOTECHNICAL REPORT.

GRADING NOTES

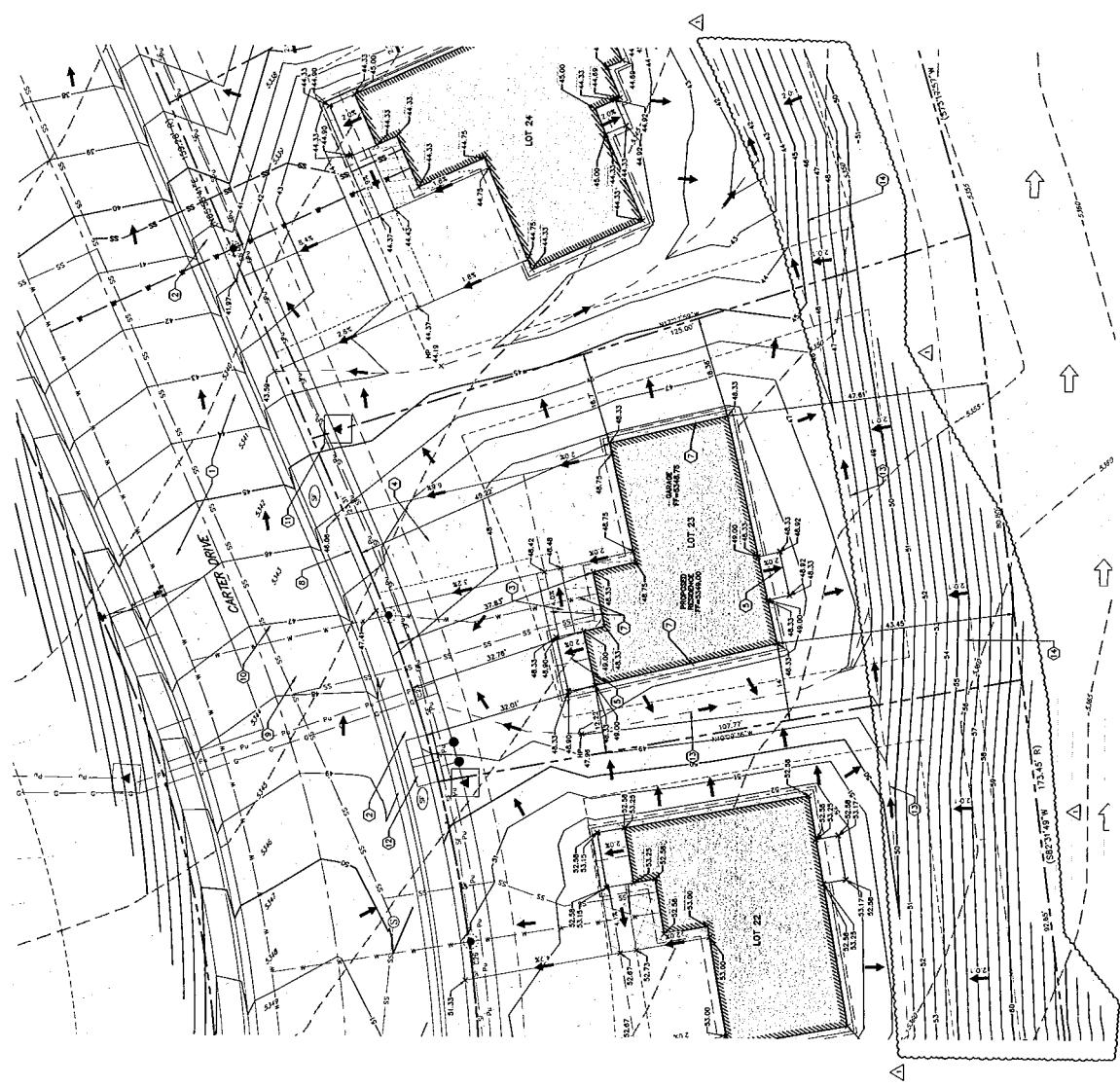
1. GRADE AWAY FROM BUILDINGS AT A MINIMUM 10% SLOPE IN THE FIRST 10 FEET AT THE TOP OF THE ELEVATION. THEREAFTER, THE SLOPE MAY BE INCREASED AS NEEDED.
2. TOP OF FOUNDATION ELEVATION SHALL BE SET AT LEAST 8" ABOVE THE PROPOSED GRADE AT THE EXISTING FOUNDATION AT LANDSCAPE LEVELS.
3. GRADE AWAY FROM THE SURFACE TO PROPERTY LINE, AND THE NUMBER DETERMINED BY THE SURFACE TO PROPERTY LINE ELEVATION AND THE DETERMINED TO BE OUTSIDE THE 0.25 ANNUAL CHANCE FLOODPLAIN.
4. ALL MATERIALS, GRAVEL, DIRT, ETC., SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STATE OF COLORADO CONSTRUCTION CODE AND AS SPECIFIED IN THE CONTRACT DOCUMENTS.
5. THE LOCATION OF THE NEW CONSTRUCTION, GRAVEL, DIRT, ETC., SHALL BE BASED ON THE LOCATION OF THE EXISTING CONSTRUCTION, GRAVEL, DIRT, ETC., AND SHALL NOT BE LOCATED IN A HAZARD AREA AS DETERMINED BY THE STATE OF COLORADO CONSTRUCTION CODE AND AS SPECIFIED IN THE CONTRACT DOCUMENTS.
6. ONCE GRAVEL, DIRT, ETC., IS PLACED, THE GRAVEL, DIRT, ETC., SHALL BE GRADED TO THE SURFACE TO PROPERTY LINE ELEVATION AND THE DETERMINED TO BE OUTSIDE THE 0.25 ANNUAL CHANCE FLOODPLAIN.





LEGEND

KEYED NOTES

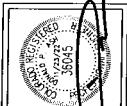


GRADING NOTES

GRADING PLAN

C1.01

Scale: 1" = 10'



LEGEND

KEYED NOTES

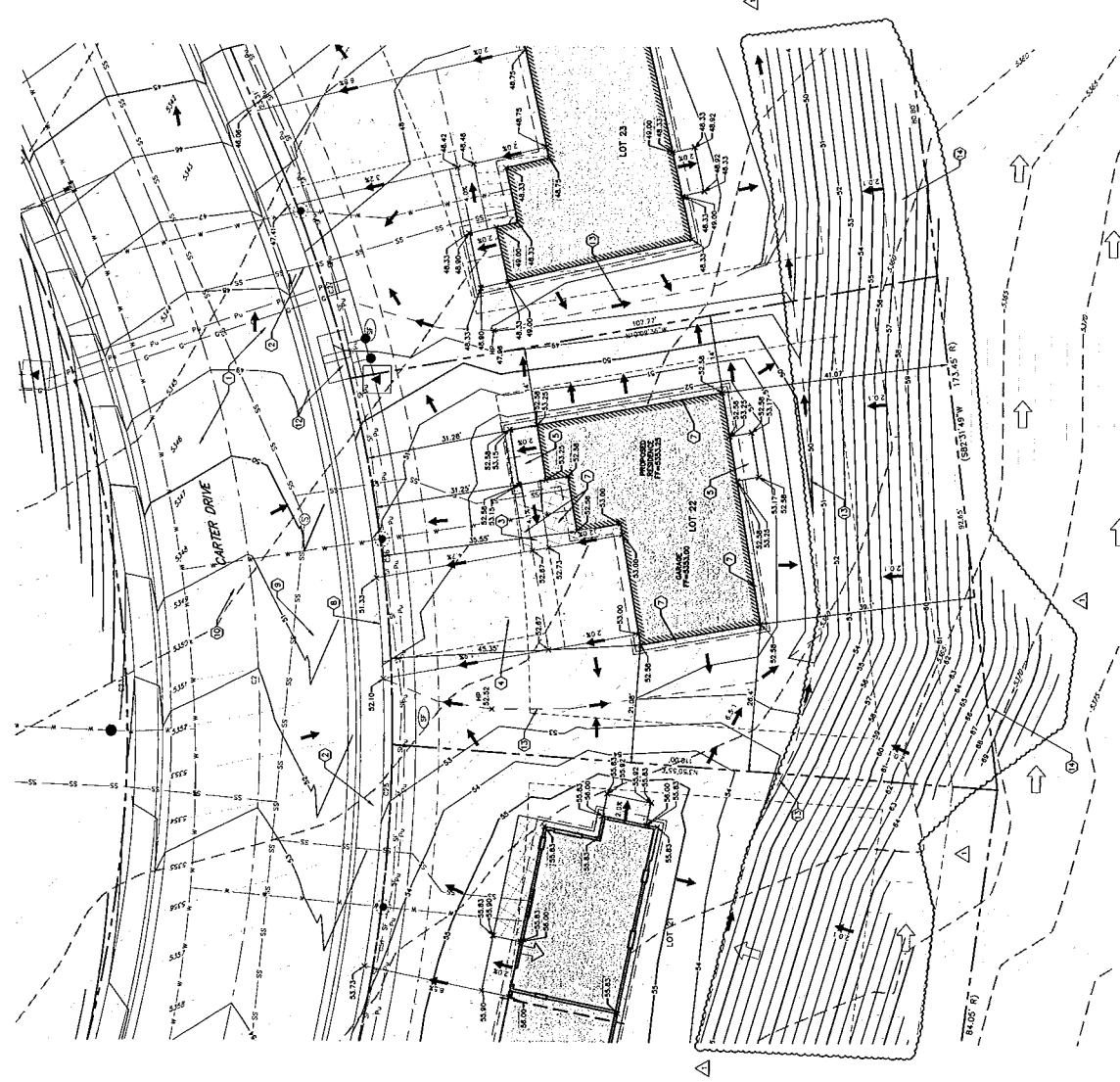
LYONS, CO
SINGLE FAMILY BUILDINGS - LOT 22
LYONS VALLEY TOWNHOMES
A NEW 40 UNIT AFFORDABLE HOUSING PROJECT!

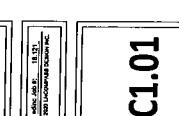
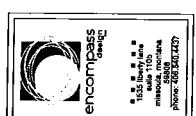
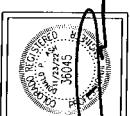
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**GRADING
PLAN**

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Scale: 1" = 10'



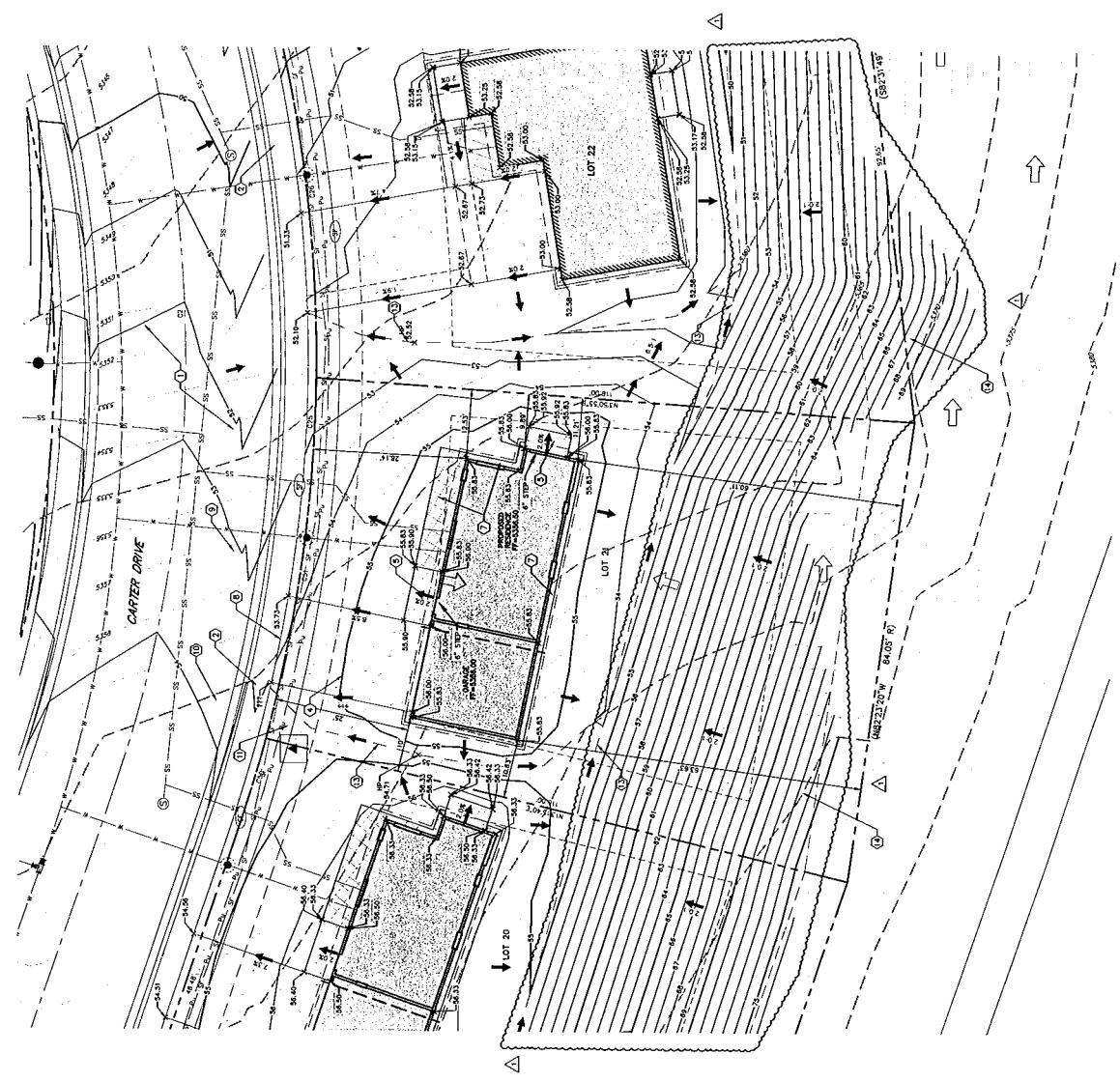


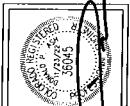
LEGEND

KEYED NOTES ①

1. CATERED TERRAIN SURVEYED AND DOCUMENTED AS A REFERENCED CARRIER PLATE. ALL CARS, CRAFTS, AND EQUIPMENT ARE CONFINED TO PUBLIC HIGHWAY AND STREETS.
2. EXISTING CONCRETE SURFACES TO REMAIN.
3. PROPOSED CONCRETE SURFACES.
4. INDICATED BY DASHED LINE.
5. PROPOSED CONCRETE PATCH.
6. PROPOSED CONCRETE STOP.
7. PROPOSED GRAVEL, W/ DOING FOR NEW STP. RE. LANDSCAPE.
8. WATCH GRADE AT BACK OF BANK.
9. CENTER TO DROPOFF. SUPPORT STAKE STANCHION INSTALLED AS PART OF CARRIER PLATE.
10. CONNECT TO DUSTING J/A. CARRIER PLATE WHEELS AND TIRE PIT.
11. PROPOSED AS PART OF THE CARRIER PLATE IMPROVEMENT PLANS.
12. PROPOSED ELECTRICAL TRANSFORMER.
13. PROPOSED DRAINAGE LINE.

GRADING NOTES





LEGEND

KEYED NOTES

LYONS, CO
SINGLE FAMILY BUILDINGS - LOT 20
LYONS VALLEY TOWNHOMES
A NEW 40 UNIT AFFORDABLE HOUSING PROJECT!

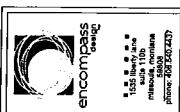
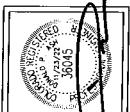
A NEW 40 UNIT AFFORDABLE HOUSING PROJECT:
YONKERS VAIL EX TOWNSHIPS

GRADING
PLAN

C1.01

Scale: 1" = 10'





LYONS, CO
SINGLE FAMILY BUILDINGS - LOT 19
LYONS VALLEY TOWNHOMES
A NEW 40 UNIT AFFORDABLE HOUSING PROJECT.

RESULT ACT:	03-23-2021
WORK CD	11-16-2021
WORKLOAD REVIEW	06-19-2022

C1.01

LEGEND

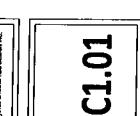
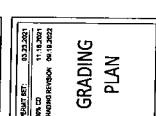
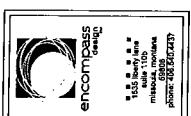
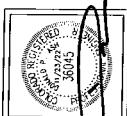
KEYED NOTES ①



GRADING NOTES

Scale: 1" = 10'

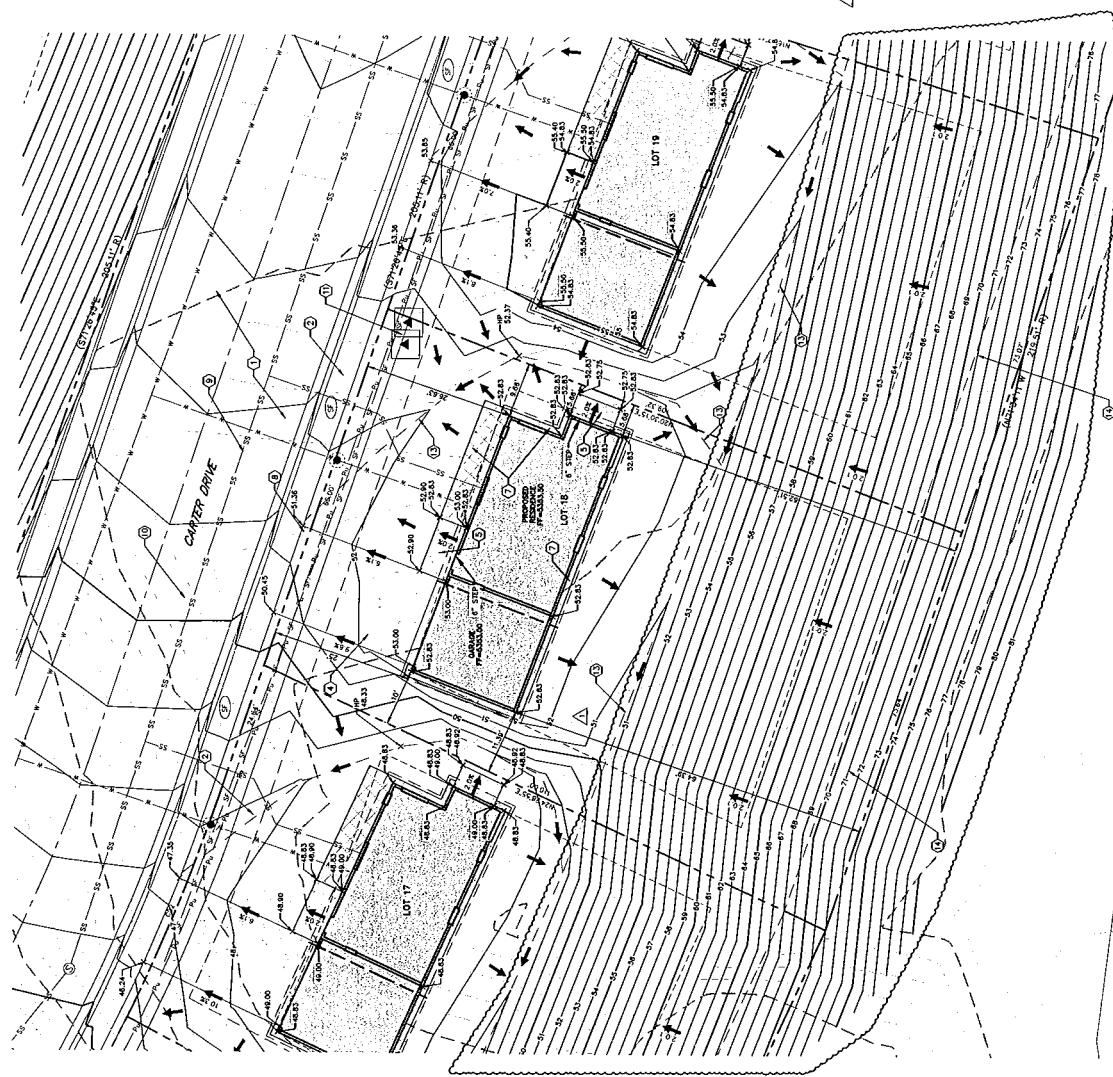
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LEGEND

Component	Designator	Value	Location
Resistor	R1	100	Top Left
Resistor	R2	100	Top Center
Resistor	R3	100	Bottom Left
Resistor	R4	100	Bottom Center
Resistor	R5	100	Bottom Right
Capacitor	C1	100nF	Top Center
Capacitor	C2	100nF	Bottom Center
Capacitor	C3	100nF	Bottom Left
Capacitor	C4	100nF	Bottom Right
Diode	D1	1N4007	Bottom Center
Integrated Circuit	U1	74HC14	Top Center

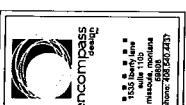
KEYED NOTES



GENDER

Scale: 1" = 10'

Scale: 1" = 10'



LYONS, CO
SINGLE FAMILY BUILDINGS - LOT 17
LYONS VALLEY TOWNHOMES
A NEW 40 UNIT AFFORDABLE HOUSING PROJECT!



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LEGEND

KEYED NOTES ①

CIRADINOTTA

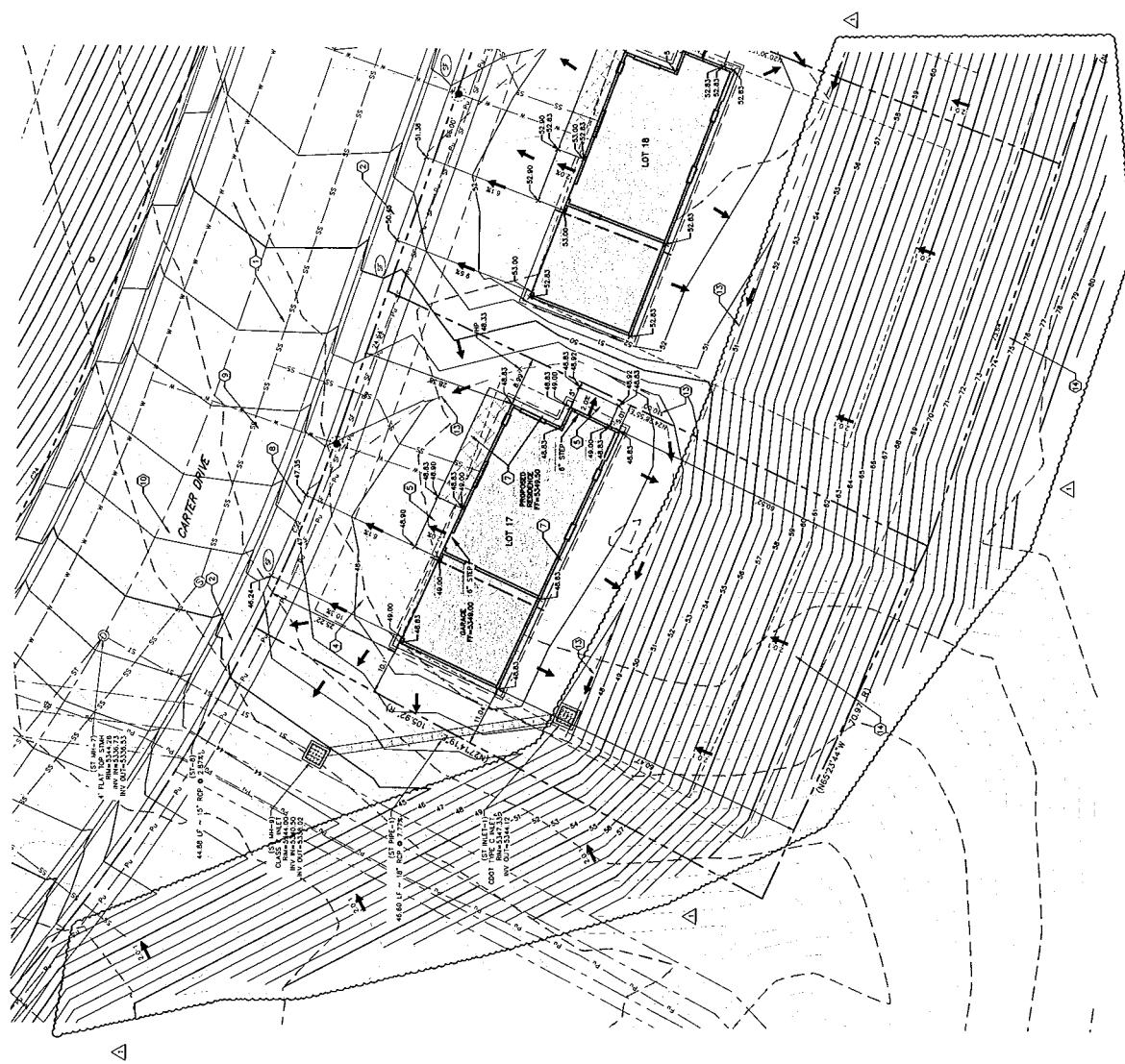


Exhibit C

Seed Mix				
Common Name	Latin name	Preferred Variety	% of mix	PLS#/Acre
Grasses				
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
Totals			80	20.29
Forbs and Shrubs				
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
Totals			20	2.17
		Overall Total	100	22.46

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.