

60.12

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of March, 2002, by and between the CITY OF LOVELAND, COLORADO, a municipal corporation, hereinafter called the "City" and **Boedecker Prairie Trails, LLC** hereinafter called the "Developer",

WITNESETH

WHEREAS, the Developer finds it necessary and desirable to provide for the installation of certain sanitary sewer improvements ("Improvements") which are the subjects of this Agreement in order to properly develop lands owned by the Developer, which are known as **Prairie Trail P.U.D.**; and

WHEREAS, the City has adopted the Water and Sewer Line Extension Policy ("Policy"), attached hereto as Exhibit A, which sets forth the City's policy concerning the extension of water and sewer facilities to the Developer's property;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **REFUNDING**

It is agreed that the Developer shall have an opportunity to recoup from subsequent future development along the line of the Improvements portion of the actual costs of the Improvements. The Improvements are shown on attached Exhibit B, Construction Plan Extract, and described as:

2,150 L.F. of 8" sanitary sewer main, 9 man holes, irrigation line crossing, ditch crossing, Easement and equivalent Easement Values, Utility Pothole Locates, Engineering, Survey, and Material Testing. This sanitary sewer main is installed on the South side of County Road 18 (14th St. S. W.) from Elbert Ave. to the Prairie Trails P.U.D. subdivision.

For the purpose of providing an opportunity for reimbursement to the Developer, the City agrees, subject to the provisions contained in this Agreement, to collect certain sums of money as set forth herein, in addition to all other fees and sums collected by the City, from those persons who commence subsequent future development along the line of the Improvements as set forth in section 1.3.3.1 of the Policy.

- a) Sanitary Sewer Line: \$ 47.48 per lineal foot of land adjacent to the sewer line installed by the Developer.

CLERKS NOTE: LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN PORTIONS OF THIS DOCUMENT WHEN RECEIVED

*Boedecker Prairie Trails LLC
2516 LAKE DR
LOVELAND, CO 80538*

IMAGED

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There are 8 potential properties that could ultimately benefit from the construction of this off-site sanitary sewer line. The determination of eligible reimbursement costs is shown in Exhibit "D". The allocation of the eligible reimbursement amount per property is shown in Exhibit "E". Exhibit "F" provides a list of the current property owners. The 8 properties and estimated reimbursement amount that would ultimately be reimbursed to the Developer are outlined below:

Property Address	Legal Description	Lineal Feet	Current Amount of Reimbursement (\$)
4420 14 th St., S.W. Howard D. and Elizabeth K. Carey	Portion of the N.E. 1/4 of Sec. 29, T5N, R69W of the 6 th P.M., as described in Larimer County Book 8800, Page 2071 Rec. # 88002071	193.24'	\$9,175.03
4417 14 th St. S.W. David. S. Long	Portion of the S.E. 1/4 of Sec. 20, T5N, R69W of the 6 th P.M. Reception # 2000084481	190.05'	\$9,023.57
4421 14 th St. S.W. Benito S. & Kathryn Lizardi	Portion of the S.E. 1/4 of Sec. 20, T5N, R69W of the 6 th P.M., Reception # 997117	190.06'	\$9,024.05
Lot 7, Replat of Boedecker Park (Currently vacant lot) Richard A. Valente Trust	Portion of the S.E. 1/4 of Sec. 20, T5N, R69W of the 6 th P.M. , as described in Larimer County Book 9308, Page 6011, Reception # 93086010	302.2'	\$14,348.45
4601 14 th St. S.W. Dennis A. & Jill A. Compeau	Portion of the S.E. 1/4 of Sec. 20, T5N, R69W of the 6 th P.M. , as described in Larimer County Book 9505, Page 9378 Reception #95059378	300.0'	\$14,243.99
4701 14 th St. S.W. Michael A. & Kathleen G. Orozco	Portion of the S.E. 1/4 of Sec. 20, T5N, R69W of the 6 th P.M. , as described in Larimer County Book 2279, Page 476 Reception #574172	336.8'	\$15,991.26
4715 14 th St. S.W. Earl W. & Leann E. Williams	Portion of the S.E. 1/4 of Sec. 20, T5N, R69W of the 6 th P.M., as described in Larimer County Book 9804, Page 4966 Reception #96063337	49.79'	\$2,364.03
4800 14 th St. S.W. Donald Wieringa, Pres. of NCW Inc.	Lot 1, Block 1, Prairie Trails P.U.D. And Tract J, Prairie Trails P.U.D.	529.49'	\$25,140.18+ \$1,748.42= \$26,888.60

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- b) The sum of money, as calculated above, shall be increased or decreased to reflect fluctuations in the construction cost index (20 city average) as published in the most recent issue of the Engineering News Record (ENR). The base cost index shall be the index in effect at the time the construction quote or bid is obtained: January, 2000, ENR Index.

- c) The fee shall be collected by the City, and shall be payable to the Developer as reimbursement for the costs of installing the Improvements. The City's obligation to pay the collected fees shall be conditioned upon the Developer making written request to the City Water and Power Department Director for payment of the fees within one year of their collection by the City. Failure to make such a request shall result in the collected fees becoming the sole property of the City.

Summary of Exhibits

Exhibit "A"	City of Loveland Water and Sewer Line Extension Policy
Exhibit "B"	Construction Plan Extract
Exhibit "C"	Construction Bids
Exhibit "D"	Summary of Eligible Reimbursement Costs
Exhibit "E"	Allocation of Eligible Reimbursement Costs for each Property
Exhibit "F"	Description of obligated property and list of property owners

2. TERM, EFFECT AND INTEGRATION

It is expressly understood and agreed that the terms of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, and assigns of the parties hereto; and that the reimbursement provisions of this Agreement shall be in force and effect only for a period of twenty (20) years from the date first above written or until maximum reimbursement is made.

No assignment by the Developer of any rights under this Agreement shall be effective with respect to the City until written notification from the Developer of such assignment is received by the City's Water and Power Department Director

3. CITY'S OBLIGATION TO COLLECT REIMBURSEMENT FEES

The obligations of the City under this Agreement in attempting to assess and collect the reimbursement fees described herein are offered solely as an accommodation to the Developer. Accordingly, the City shall not be liable to the Developer for the City's failure in any fashion to collect the monies specified herein and shall have no obligation to commence litigation for the purpose of attempting to make such collection. In the event the City's attempt to collect such charge, including without limitation the City's withholding of building permits or permits for connection to the City's sewer system, results in the filing of any claim against the City and/or

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the commencement of litigation against the City, Developer agrees to pay all costs and fees incurred by the City in defense of the same, including without limitation, reasonable attorneys fees. Developer further agrees to indemnify and hold harmless the City from any damages or awards arising from or relating to any such claim or litigation. Prior to the City being required to litigate any claim under this Agreement, the City may require the Developer to pay to the City cash funds or provide the City other collateral acceptable to the City sufficient to cover the amount of any damages sought in the litigation as well as a reasonable amount to cover the City's anticipated costs and attorneys' fees in the litigation or, if damages are not sought in the lawsuit, then such amount as the City may consider reasonably necessary to ensure payment of all the City's costs and attorneys fees which may result therefrom. Notwithstanding the foregoing, the City shall not commence any litigation to collect any charge under this Agreement without the prior written consent of the Developer.

4. **CITY'S RIGHT OF OFFSET**


In the event that the Developer is in default with regard to any other obligation to the City, the City shall have the right to set off any reimbursement which may be due to the Developer hereunder to satisfy, in whole or in part, any such default.

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This Agreement constitutes the entire Agreement of the parties, and may be altered, amended or revised only by written agreement of the parties hereto.

APPROVED AS TO FORM:

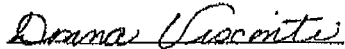
THE CITY OF LOVELAND
A Municipal Corporation


City Attorney 3-22-02


Water and Power Department Director



[SEAL]


City Clerk

DEVELOPER:

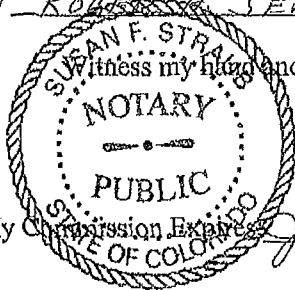
By: 

Title: CO-MANAGER

STATE OF COLORADO)
)SS.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 19th day of March, 2002
by ROBERT JENSEN.

Witness my hand and official seal.



My Commission Expires June 1, 2005


NOTARY PUBLIC

EXHIBIT "A"

WATER AND SEWER LINE EXTENSION
POLICY

EXHIBIT "A"

1.3 WATER AND SEWER LINE EXTENSION POLICY

1.3.1 Introduction

1.3.1.1 Statement of Purpose — It is the purpose of this policy to provide a fair and equitable distribution of the costs of installing water and sewer lines to all the parties benefitting from their installation. This policy covers most cases, but recognition is made that special cases may occur. When special cases do occur, deviations may be made from the specifics of the policy, provided the final arrangements maintain the fair and equitable intent. Such arrangements can be made through the mutual consent of the Director of the Water and Power Department and the owner or developer of the property. Such arrangements shall be contained in a development agreement executed by the developer and the City.

1.3.1.2 Definitions

- A. "City" means the City of Loveland, Colorado.
- B. "Developer" means the subdivision developer, parcel owner or any other party or parties who are having a water or sewer line installed within the City's service area.
- C. "Property" means the subdivision, parcel, lot, tract or any other described piece of land for which the water or sewer line is being installed.
- D. "Utility Director" means the Director of the City of Loveland Water and Power Department.

1.3.2 Line Installation Policy

1.3.2.1 In order to facilitate the orderly continuation of the City water distribution and sewage collection systems, water and sewer mains shall be installed to the furthest point or points of a property and within all rights-of-way adjacent to the property. The developer shall install lines on more than one side of the property and/or through more than one internal easement or right-of-way if it is determined by the Water and Power Department that those lines are needed to provide service to other properties beyond the subject property.

1.3.2.2 All mains which are necessary for the service to or within a property or as required in Section 1.3.2.1 shall be installed at the cost of the developer, except for the following conditions:

- A. If the line is installed along the side of the property the developer may

be eligible for reimbursement of half of the cost of that line as provided in Section 1.3.3.

B. Mains larger than those required to serve the property but required by the City shall be subject to the provisions of Section 1.3.4.

1.3.2.3 Prior to construction, plans and specifications for the water and sewer systems to be installed shall be reviewed and approved by the Water and Power Department.

1.3.2.4 The developer shall be responsible for payment of the City's inspection costs. Such costs shall be in accordance with the schedule adopted by the Utility Director showing the cost for inspection by lineal footage of the water or sewer main to be inspected. Payment of such costs shall be made prior to issuance of any building permits.

1.3.2.5 Upon completion of the work and acceptance by the City the water distribution and sewage collection systems shall become the property of the City.

A. The City shall own and maintain the water mains, water main appurtenances, fire hydrants, service lines to the meter pit or curb stop, the meter pit or vault and the meter and other appurtenances in the pit or vault. For fire service lines the City ownership ends at the valve on the main or the point of connection to the last domestic service off the line.

B. The City shall own and maintain the sewer mains, manholes and regional sewage lift stations. The sewer services are owned and maintained to the sewer main by the property owners.

1.3.2.6 All workmanship and materials shall be warranted by the developer against any defects for a period of one year from the date of acceptance by the City. Any repair or reconstruction performed during such warranty period as a result of defects in material and/or workmanship shall be warranted for a period of one year from the acceptance of such repair or reconstruction by the City.

1.3.2.7 Areas which are served by private lines that were not constructed according to City approved plans and specifications shall have mains complying to the City standards installed and extended to serve the areas and the cost thereof shall be paid by the owners served, or assessed against the owners in accordance with applicable laws.

1.3.2.8 No mains shall be extended outside the Urban Growth Boundary, except as may be necessary to serve the property within the City or upgrade service to existing customers, without the express consent and approval of the City

Council.

1.3.3 Reimbursement Policy and Procedure

1.3.3.1 Reimbursement for Line Extensions Through Undeveloped Property — A developer may find it necessary to install a water or sewer line through undeveloped property to obtain service. Such person may request the establishment of a reimbursement agreement to recover a portion of the line installation costs from subsequent future development along the line.

- A. The establishment of a reimbursement agreement is optional and must be requested by the developer prior to construction of the line.
- B. The developer shall obtain three independent written quotes or bids for the line. The lowest bid shall be the reimbursable amount, regardless of whether the low bidder performs the work or not. The quotes or bids shall be obtained for doing the work in a reasonable but not an accelerated time period.
- C. The reimbursable amount shall be increased or decreased to reflect fluctuations in the "Engineering News Record" construction cost index (20 city average). The date of the construction quote or bid shall establish the initial index value.
- D. The reimbursement agreement shall expire after a period of twenty (20) years from the acceptance of the line.
- E. Reimbursement payments shall be due and payable prior to the installation of any service or line extension to the undeveloped parcel, regardless of whether or not the service or line extension is connected to the line eligible for reimbursement.
- F. If the line is installed through or adjacent to more than one property, the future developers shall pay for their proportional share based on the footage of line through or adjacent to their property.
- G. If the line is installed in a right-of-way or in an easement along a property line between two parcels, the developer on each side shall pay fifty percent of the reimbursement amount.

1.3.3.2 Reimbursement for Installation of Lines in Adjacent Right-of-Way — A developer may be required under Section 1.3.2.1 to install a water or sewer main in a right-of-way adjacent to the property being developed. Such person may request the establishment of a reimbursement agreement to recover fifty percent of the line installation costs from the future developer of the adjacent property. The provisions of Section 1.3.3.1.A through 1.2.2.1.F shall apply.

1.3.3.3 Reimbursement for Line Extensions Through Undevelopable Property — A developer may find it necessary to install a line through an area that cannot be developed to obtain service. The developer may be eligible to establish a reimbursement agreement in the following cases:

- A. If the line is a sewer main that will provide service to other properties adjacent to or upstream of the existing development, the developer may recover a portion of the construction costs from the other property owners. The cost distribution shall be in proportion to the gross developable acreage of all tributary properties, as determined by the developer's engineer and approved by the City.
- B. If the line is a water main, the developer may recover a portion of the construction costs through one of the two following methods.
 - 1. If the water line will serve an identifiable service area, the developer may recover a portion of the construction costs from the developers of the other properties in the service area. The cost distribution will be in proportion to the gross developable acreage of all the properties in the service area, as determined by the developer's engineer and approved by the City.
 - 2. If the water line will be required as part of the grid of the City's water distribution system, the cost of the line may be paid for by the City, contingent on fund availability. The City's participation will be administered under the procedures of Section 1.3.4.
- C. The provisions of this section shall be applicable in cases where the line will be installed through or adjacent to properties that are served or committed to be served by other water or sewer districts.

1.3.3.4 Reimbursement for Line Extension Through Previously Developed Areas — A developer may find it necessary to replace an existing undersized or otherwise inadequate line to obtain service. The developer may be eligible to establish a reimbursement agreement in the following cases:

- A. If a property adjacent to the replacement line had a tap on the original undersized line and is later subdivided the developer of this second property shall reimburse the original developer an amount determined as follows:

$$L \times C \times (N-T) \times 50\%$$

where: L = Length of frontage

C = Cost per foot of the line

N = Number of lots in the new development

T = Number of taps on the original line

To be eligible for such reimbursement the developer must establish a reimbursement agreement as provided in Section 1.3.3.1.A through 1.3.3.1.F.

- B. If the line to be replaced is in such a condition or configuration that it would in the opinion of the Water and Power Department be eligible for replacement, the City may pay the portion of the cost that it would incur to replace or upgrade the line, subject to fund availability. Such City participation shall be administered in accordance with Section 1.3.4.

1.3.3.5 Reimbursement for Major Structures — A developer may find it necessary to install a major structure to obtain water or sewer service. The developer may be eligible to establish a reimbursement agreement.

- A. A reimbursement agreement may be established if the major structure is a component of the water distribution or sewage collection system that will bring direct benefits to an identifiable area. Examples are:
 - 1. Sewage lift stations
 - 2. Water booster pump stations
 - 3. River or highway crossings
- B. Costs shall be distributed in proportion to the developable area being served, as determined by the developer's engineer and approved by the City.
- C. To be eligible for reimbursement, the developer shall establish a reimbursement agreement as provided in Section 1.3.3.1.A through 1.3.3.1.E.

1.3.4 Line Oversizing Policy

1.3.4.1 General — The purpose of the line oversizing policy is to enable a developer to install an oversized water or sewer line with no expense to that developer beyond what is required for their development or to receive repayment for those extra expenses. The "oversized" portion is the difference between the line size required by the property and the line size required by the City to meet future growth demands. The developer is required to bear the full costs for installing all water and sewer lines up to 8" in diameter, or larger if required to serve the development.

1.3.4.2 Line Sizing — The actual size of water or sewer line required shall be determined by the City. Criteria to be used for this determination shall include, but shall not be limited to the following:

- A. Utility Master Plan requirements.
- B. Potential future demand on the water or sewer system as related to the proposed development.
- C. Hydraulic design criteria of the water or sewer system.

1.3.4.3 City Participation in Oversizing Project — The City may require a developer to install an oversized water or sewer line. If an oversized line is required, the City will participate in the project cost.

- A. If the City has funds available in its oversizing budget and the City's participation is less than \$5000.00, the City will pay its portion to the developer on completion of the project and receipt of the final cost summary.
- B. If the City has funds available in its oversizing budget and the City's participation is greater than \$5000.00, the City will make interim payments based on partial pay estimates for work completed and cost summaries from the developer's project manager or engineer.
- C. If the City does not have funds available in its oversizing budget to participate in the project at the time of construction, the City will reimburse the developer for the cost of the line over a period not to exceed ten years at a rate of eight percent (8%) per annum. An agreement shall be executed by the City and the developer detailing the terms of the reimbursement, to be established at that time.

1.3.4.4 Initial Oversizing Not Required — If the City determines that a line in a certain location will need to be oversized at some point in the future but elects not to require oversizing of the line at the time of initial construction, the developer may elect to either install the size of line needed for the development or install the oversized line.

- A. If the oversized line is not installed the developer will not be eligible for any reimbursements for that line. Any reimbursements that would normally be eligible under the provisions of Section 1.3.3 shall accrue to the City for construction of the oversized line.
- B. If the oversized line is installed the developer will be eligible for certain construction cost reimbursements and for future oversizing participation by the City.
 - 1. The developer will be eligible for reimbursements as provided in Section 1.3.3 for the 8" portion of the oversized line.

2. The City will pay for the oversized portion of the line when it is determined by the City that the line, or a portion thereof, is needed for the service area. A construction cost estimate will be made at that time to determine the amount to be paid by the City.

1.3.4.5 Determination of Eligible Project Costs

- A. The costs of the materials and installation of an oversized line shall be shared between the City and the developer in accordance with the following tables.

PERCENTAGE PAID BY THE CITY FOR OVERSIZED WATER LINES										
		Size of Water Line Installed								
		8"	10"	12"	14"	16"	18"	20"	24"	30"
Size of Water Line Needed	8"	0	30	48	62	70	76	80	84	88
	10"		0	27	46	59	66	71	77	82
	12"			0	25	44	54	61	69	76

PERCENTAGE PAID BY THE CITY FOR OVERSIZED SEWER LINES										
		Size of Sewer Line Installed								
		8"	10"	12"	15"	18"	21"	24"	27"	30"
Size of Sewer Line Needed	8"	0	16	30	49	63	71	78	81	83
	10"		0	18	37	54	66	72	77	79
	12"			0	24	45	59	68	73	76

- B. Only those components of the water or sewer line project that are oversized shall be included for oversizing participation. Eligible costs include those costs to furnish and install the oversized pipe, fittings, valves and service saddles. The costs for design, service lines, manholes, surface repairs and connected lines and appurtenances are not eligible. Sewer manholes will be included if larger than a 4-foot diameter manhole is needed because of the sewer line size.
- C. Construction Quotes — If the City participation is estimated to be \$5000.00 or less, the developer shall obtain a minimum of three written quotes from qualified contractors for construction of the oversized line. The quotations shall be based on construction of the line in a reasonable but not an accelerated time period. The City and

the developer shall agree on a reasonable time frame to be included in the request for quotations. The lowest quote shall be the basis for determining eligible costs. If the quotes are higher than anticipated and the City's portion is greater than \$5000.00, the developer may either accept \$5000.00 as the maximum compensation or have a public, competitive bid.

- D. Competitive Bids — If the City's participation is estimated to be greater than \$5000.00, the developer shall obtain competitive bids for the construction of the oversized line, in accordance with the State laws and City procedures for capital projects. The bids shall be based on construction of the line in a reasonable but not an accelerated time period. The City and the developer shall agree on a reasonable time frame to be included in the request for quotations. The City and the developer have the right to reject any and all bids, for cause.
- E. Determination of Final Cost — The developer's engineer shall submit to the City a summary of the final eligible project costs. The final costs shall be based on the actual quantities installed and the prices from the lowest quote or bid received for the project.

1.3.4.6 Water and Sewer Development Agreement — If the City agrees to participate in an oversizing project with the developer shall prepare a Water and Sewer Development Agreement which will include:

- A. An estimate of the oversized line project costs, prepared by a Professional Engineer. Itemization of the cost estimate shall be attached to the agreement.
- B. Distribution of project costs between the City and the developer.
- C. Time schedule or phasing plan(s) which the developer agrees to comply with.
- D. Any reimbursement agreements between the developer and future developers along the oversized line.
- E. The Water and Sewer Development Agreement shall be reviewed and signed by the Utility Director, the City Attorney, and the land owner(s).

EXHIBIT "B" - CONSTRUCTION PLAN
EXTRACT

FROM SHEETS 19, 24, & 25 OF 30

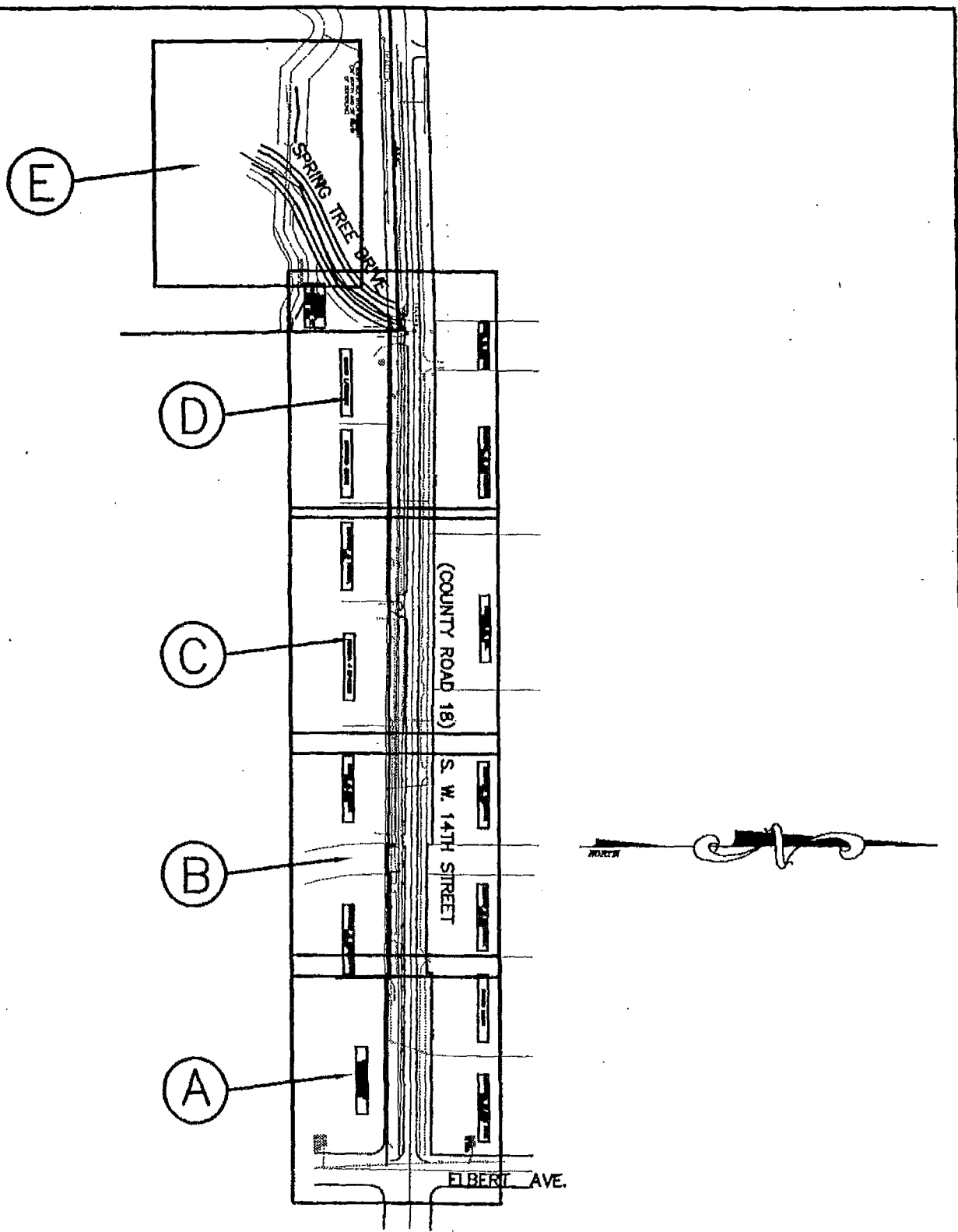
OF THE CONSTRUCTION DOCUMENTS
FOR PRAIRIE TRAILS P.U.D.

BY

LANDMARK ENGINEERING LTD.

PROJ. NO. JENR-4B7D-06-205A2

DATED OCTOBER 1997



Landmark ENGINEERING Ltd.

ENGINEERS/ARCHITECTS/PLANNERS/SURVEYORS

3521 West Eisenhower Blvd., Loveland, Colorado 80537
 (970) 667-6286 Denver (303) 629-7124 Fax (970) 667-6298

TITLE: PRAIRIE TRAILS P.U.D.

CLIENT: BOEDECKER PRAIRIE TRAILS LLC.

SCALE: N.T.S. | DATE: 04/03/01 | PROJ. BOEP 8H1D 01 199 A5

DAVID LONG

RONALD & LEE RAE
BUDERUS

APPROXIMATE LOCATION OF EXISTING GAS
LINE. CONTRACTOR TO FIELD VERIFY LOCATION
AND NOTIFY ENGINEER OF ANY POTENTIAL
CONFLICT WITH THE GAS LINE OR ANY OTHER
UTILITY PRIOR TO THE START OF CONSTRUCTION.

(COUNTY ROAD 18)

S. W. 14TH STREET

GRASSLANDS
SUBDIVISION

(A)

ELBERT AVE.

S.M.H. #B
STA: 4+25.00

S.M.H. #A
STA: 1+00

EX. S.M.H.
RIM=84.73
INV. N.=75.35
INV. S.=75.63

EX. S.M.H.
RIM=83.19
INV. N.=76.84
INV. W.=76.39
INV. S.=78.93



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TITLE: PRAIRIE TRAILS P.U.D.

CLIENT: BOEDECKER PRAIRIE TRAILS LLC.

SCALE: 1"=50' DATE: 04/03/01 PROJ. BOEP 8H1D 01 199 A5

RICHARD VALENTE TRUST

BENITO & KATHRYN LIZARDI

MARK & DENISE BRETTING

HOWARD CAREY & ELIZABETH

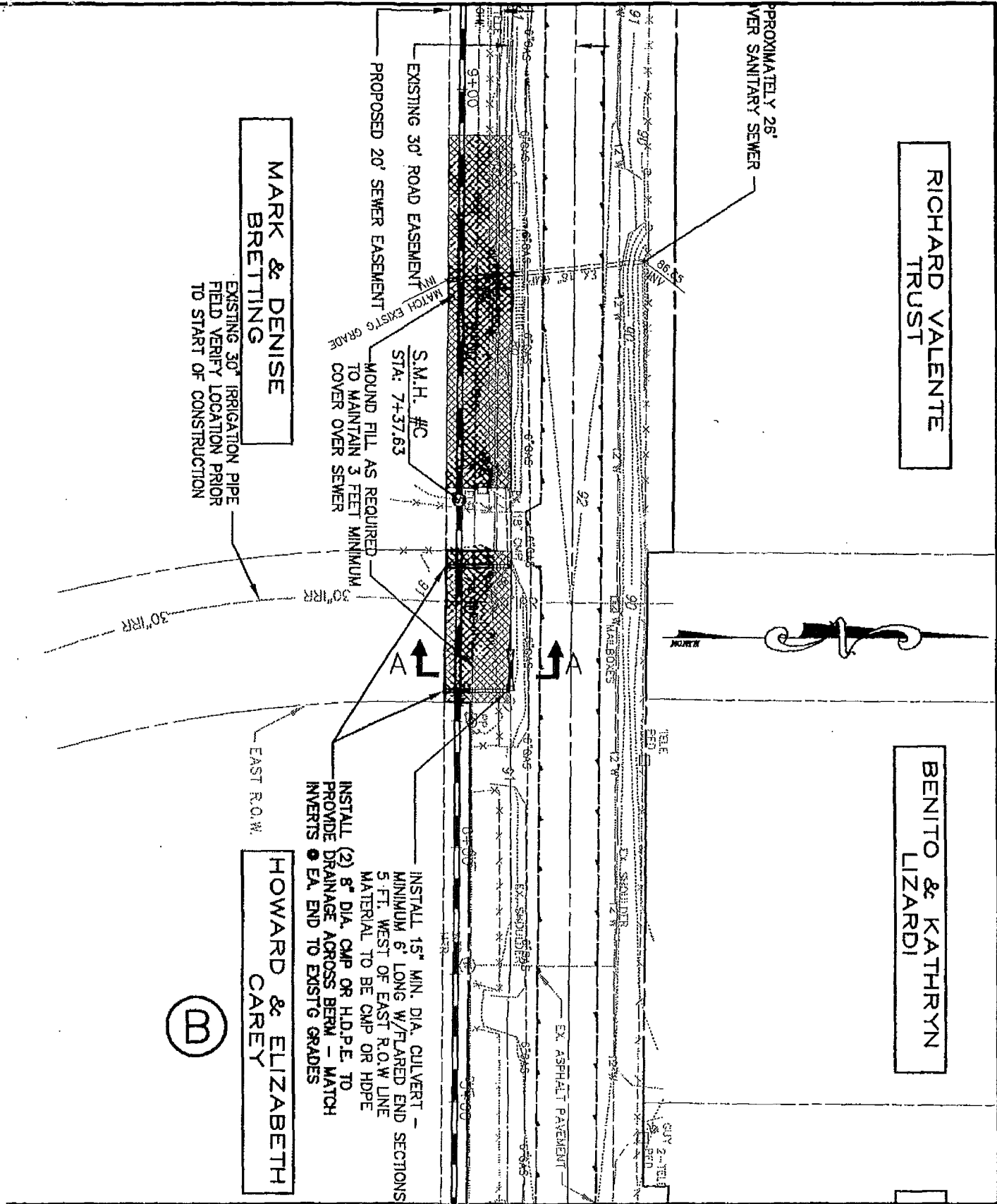
APPROXIMATELY 26' OVER SANITARY SEWER

EXISTING 30' ROAD EASEMENT
PROPOSED 20' SEWER EASEMENT

S.M.H. #C
STA: 7+37.63
MOUND FILL AS REQUIRED TO MAINTAIN 3 FEET MINIMUM COVER OVER SEWER

EXISTING 30" IRRIGATION PIPE
FIELD VERIFY LOCATION PRIOR TO START OF CONSTRUCTION

INSTALL 15" MIN. DIA. CULVERT - MINIMUM 6' LONG W/FLARED END SECTIONS 5 FT. WEST OF EAST R.O.W LINE MATERIAL TO BE CMP OR HDPE
INSTALL (2) 8" DIA. CMP OR H.D.P.E. TO PROVIDE DRAINAGE ACROSS BERM - MATCH INVERTS @ EA. END TO EXIST'G GRADES



Landmark ENGINEERING Ltd.
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CLIENT: BOEDECKER PRAIRIE TRAILS LLC.
SCALE: 1"=50' DATE: 04/03/01 PROJ. BOEP 8H1D 01 199 A5

DENNIS & JILL
COMPEAU

EXTEND CULVERT AT GRADE APPROXIMATELY
TO DRAIN BEHIND NEW BERM OVER SANITARY

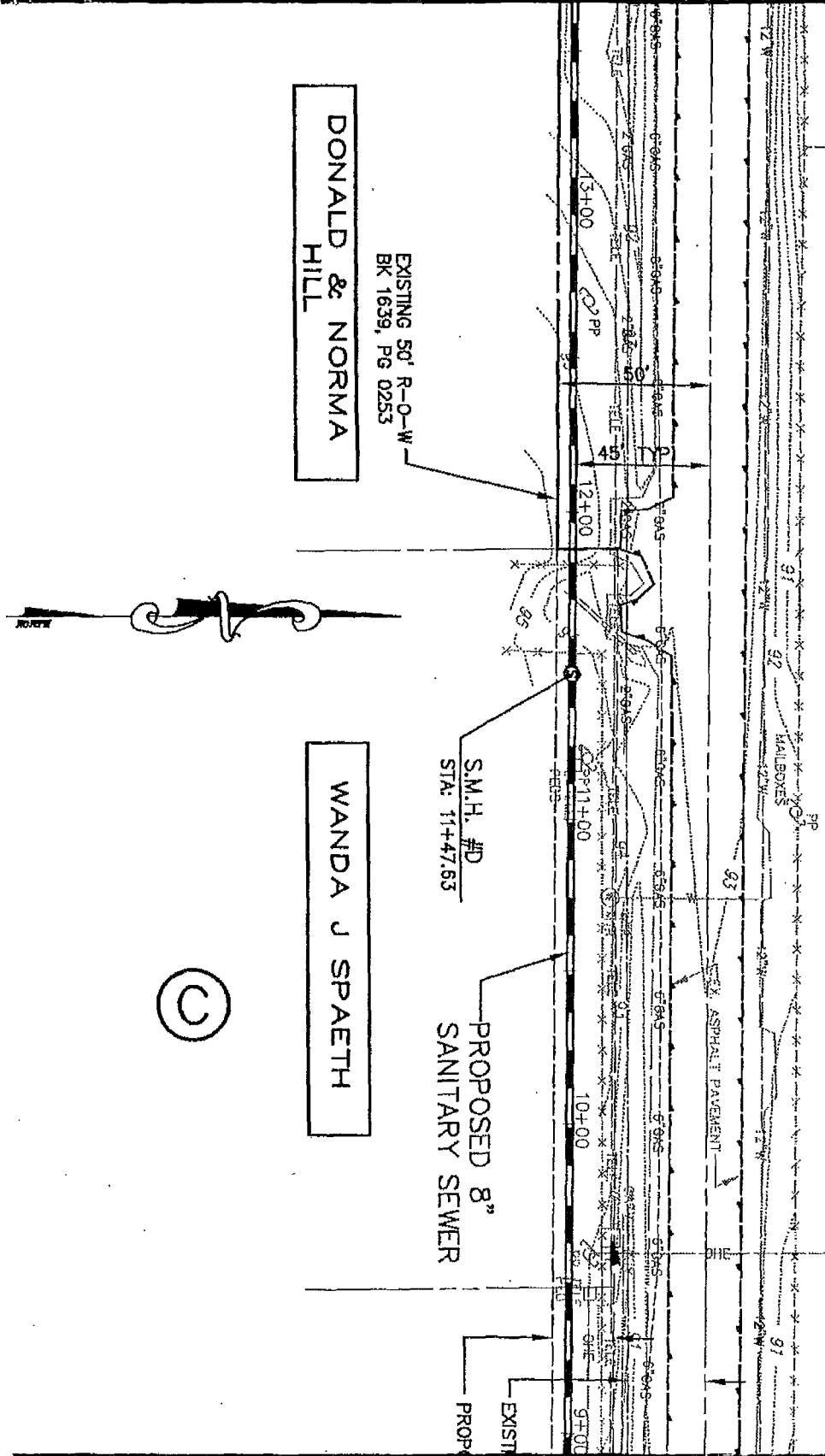
DONALD & NORMA
HILL

EXISTING 50' R-O-W
BK 1639, PG 0253

WANDA J SPAETH

S.M.H. #D
STA: 11+47.63

PROPOSED 8"
SANITARY SEWER



Landmark ENGINEERING Ltd.

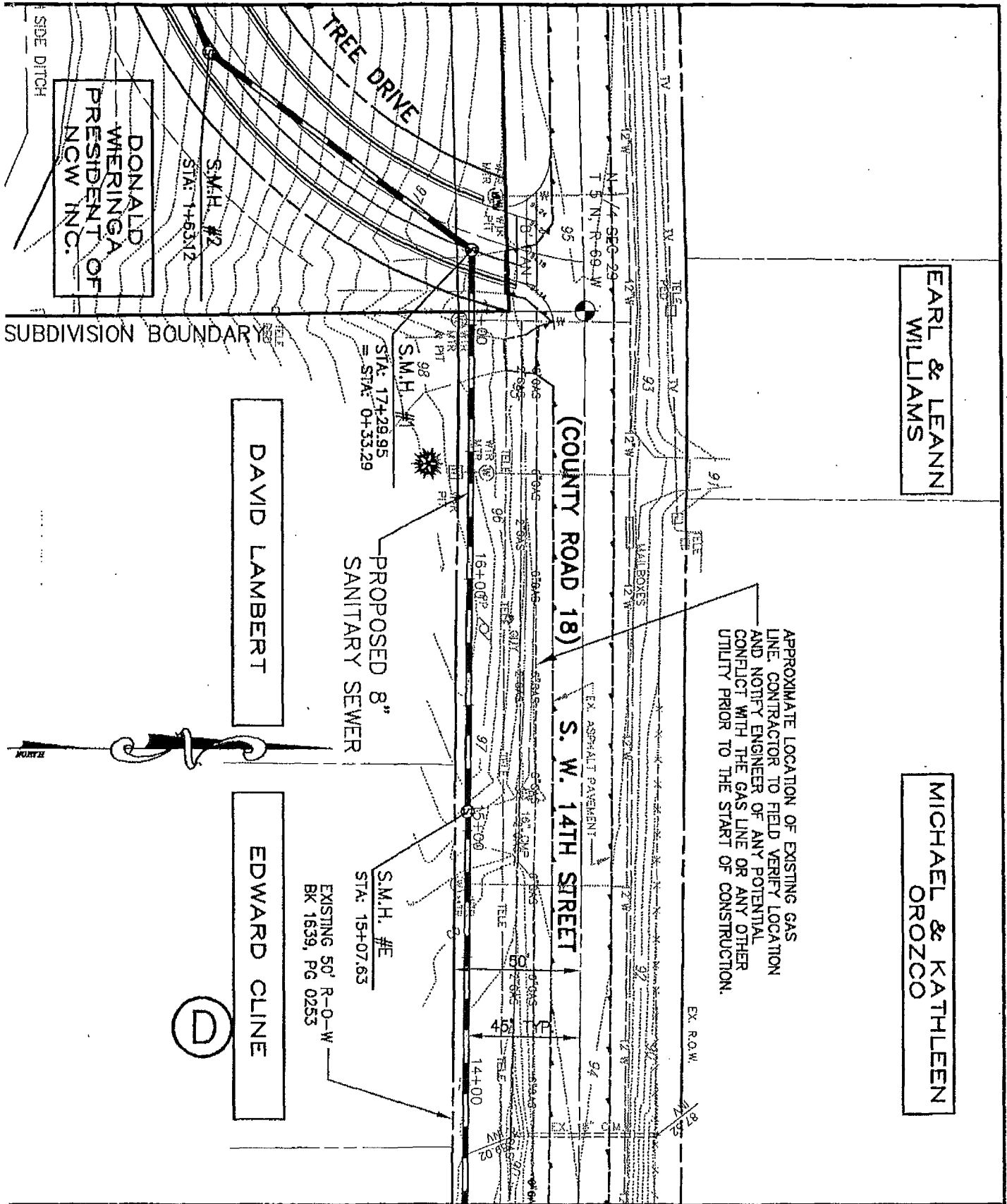
ENGINEERS/ARCHITECTS/PLANNERS/SURVEYORS

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CLIENT: BOEDECKER PRAIRIE TRAILS LLC.

SCALE: 1"=50' DATE: 04/03/01 PROJ. BOEP 8H1D 01 199 A5



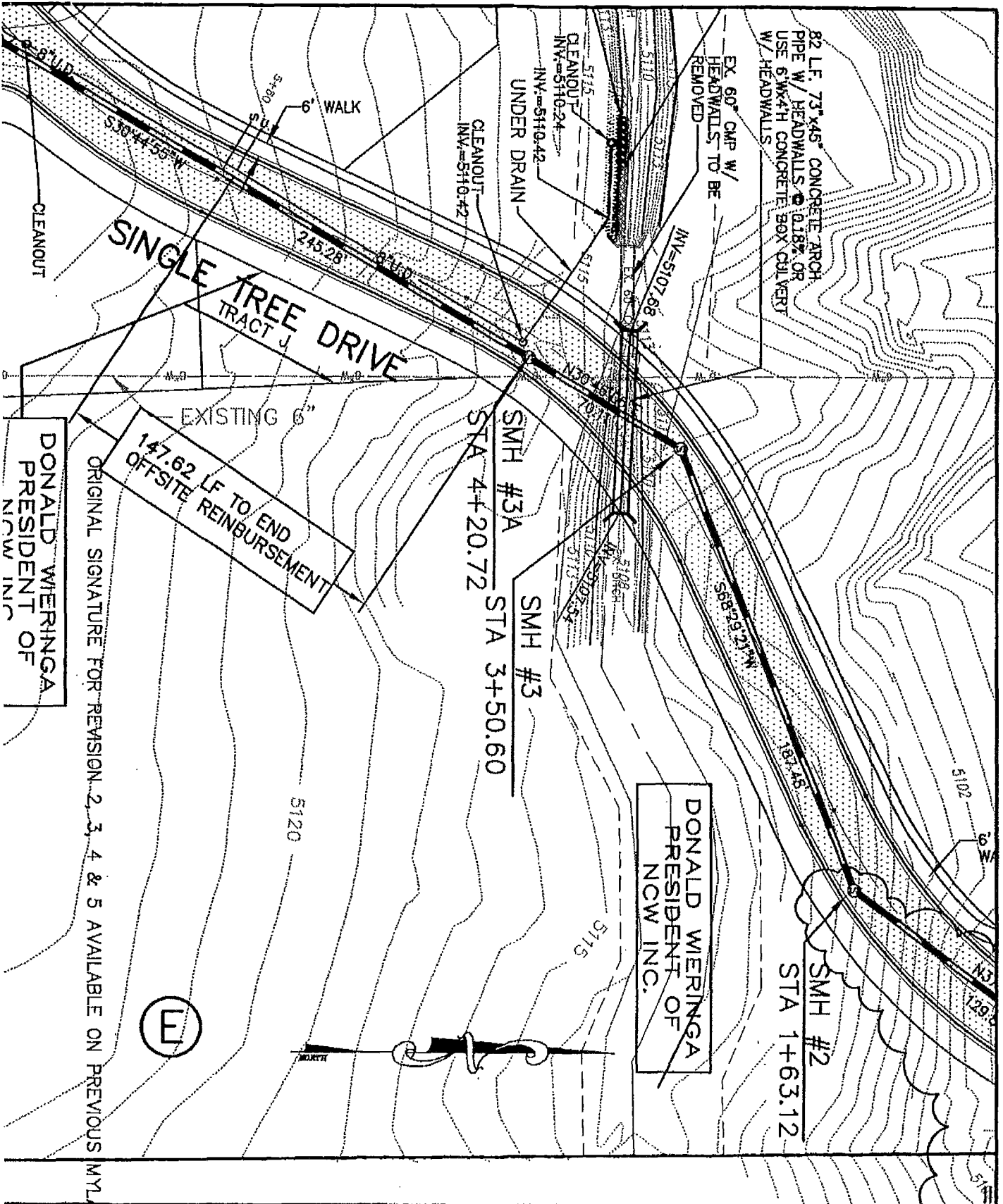
Landmark ENGINEERING Ltd.
 ENGINEERS/ARCHITECTS/PLANNERS/SURVEYORS

3521 West Eisenhower Blvd., Loveland, Colorado 80537
 (970) 667-6286 Denver (303) 629-7124 Fax (970) 667-6298

TITLE: PRAIRIE TRAILS P.U.D.

CLIENT: BOEDECKER PRAIRIE TRAILS LLC.

SCALE: 1"=50' DATE: 04/03/01 PROJ. BOEP 8H1D 01 199 A5



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TITLE:	PRAIRIE TRAILS P.U.D.
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SCALE:	1"=50'
DATE:	04/03/01
PROJ.	BOEP 8H1D 01 199 A5

EXHIBIT "C" - BID QUOTES

- 1) WEINLAND CONSTRUCTION
- 2) S & S SERVICES
- 3) CONNELL RESOURCES

WEINLAND CONSTRUCTION, INC.
4212 North Garfield Avenue
LOVELAND, COLORADO 80538

PROPOSAL

(303) 667-9123
FAX (303) 667-9129

Ken Morey 2516 Lake Dr. Loveland, CO 80538	PHONE 669-0359	DATE 11/08/99
	JOB NAME / LOCATION Prairie Trails Offsite Sewer & Water	
	JOB NUMBER	JOB PHONE

hereby submit specifications and estimates for:
See attached.

Date of plan: November 3, 1999

Engineer: Landmark Engineering

Price is based on preliminary plans.

Exclusions: Permits & fees (except as noted), engineering, bonding, surveying, compaction tests, removal or disposal of hazardous waste, rock not removable with 690 trackhoe, not responsible for damage to existing landscaping, damage to concrete, damage to sprinkler system.

Notes: Work to be performed according to lines and grades as established by the engineer and surveyor. Any error in these lines or grades to be the responsibility of the owner.

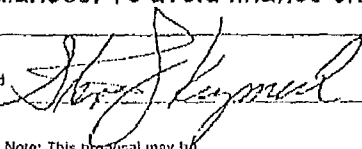
Quantities & Items are an estimate. Billing based on actual quantities & items installed.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: one Hundred-Seventy Six Thousand Seven Hundred Seventy & 50/100 dollars (\$ 176,770.50).
Payment to be made as follows:

Account balance is due in full the 15th of each month. A finance charge of 2% per month (24% annually) will be assessed on outstanding balances. To avoid finance charges, payment must be received by the 15th of each month.

Material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents and delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Workers are fully covered by Worker's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as outlined above.

Signature _____

WEINLAND CONSTRUCTION INC.
 4212 N. GARFIELD
 LOVELAND, COLORADO 80538
 (970) 667 - 9123

PRAIRE TRAILS

November 8, 1999

ITEM	UNIT PRICE	QUANTITY	TOTAL
WATER			
6" WATER MAIN	\$ 13.85	780 LF	\$ 10,803.00
6" BEND 22.5%	\$ 260.00	2 EA	\$ 520.00
6" X 6" SWIVEL TEE	\$ 395.00	1 EA	\$ 395.00
6" GATE VALVE / BOX	\$ 515.00	1 EA	\$ 515.00
12 GAUGE TRACER WIRE	\$ 0.23	800 LF	\$ 184.00
TRACER WIRE MARKER POST	\$ 165.00	2 EA	\$ 330.00
BORE AND CASE UNDER DITCH	\$ 267.00	80 LF	\$ 21,360.00
TIE TO 6" STUB	\$ 50.00	1 EA	\$ 50.00
TIE TO 6" MAIN	\$ 442.00	1 EA	\$ 442.00
CHLORINATION / HYDRO. TESTING	\$ 328.00	1 EA	\$ 328.00
3/4" WATER SERVICE ON EXIST LINE	\$ 556.00	1 EA	\$ 556.00
ABANDON EXIST. TEMP. H2O SERVICE	\$ 250.00	1 EA	\$ 250.00
TOTAL WATER			\$ 35,733.00
SEWER			
8" PVC SEWER MAIN (4-5' BURY)	\$ 22.20	1,990 LF	\$ 44,178.00
4' DIA. MH AVG. 4-5'	\$ 1,490.00	5 EA	\$ 7,450.00
4' DIA drop MH ON EXISTING	\$ 6,353.00	1 EA	\$ 6,353.00
FLOWFILL ON M.H.# A ON EXISTING MAIN	\$ 47.00	54 CY	\$ 1,145.00
4" SEWER TAP (WYE)	\$ 116.00	3 EA	\$ 348.00
IMPERVIOUS TRENCH PLUG	\$ 495.00	2 EA	\$ 990.00
16" CASING ON SEWER AT 30" IRRIGATION PIPE	\$ 145.00	40 LF	\$ 5,800.00
LOWER H2O SERVICES & ENCASE IF REQUIRED	\$ 229.00	5 EA	\$ 1,145.00
R & R SPLIT RAIL FENCE IF NEEDED	\$ 8.10	280 LF	\$ 2,268.00
R & R CEDAR FENCE IF NEEDED	\$ 16.10	190 LF	\$ 3,059.00
R & R FIELD FENCE IF NEEDED	\$ 3.15	400 LF	\$ 1,260.00
INSTALL TEMP FENCE FOR DOGS, LIVESTOCK ETC.	\$ 2.65	420 LF	\$ 1,113.00
HOLD POWER POLES FOR PV-REA IF REQUIRED	\$ 920.00	8 EA	\$ 7,360.00
TRAFFIC CONTROL	\$ 8,625.00	1 LS	\$ 8,625.00
RESTORE DRIVES	\$ 325.00	7 EA	\$ 2,275.00
REVEGETATION (SEEDING ONLY)	\$ 0.18	70,000 SF	\$ 12,600.00
IMPORT FILL	\$ 6.83	1,250 TN	\$ 8,537.50
18" ADS	\$ 39.60	30 LF	\$ 1,188.00
18" ADS FES	\$ 329.00	1 EA	\$ 329.00
15" ADS	\$ 35.80	60 LF	\$ 2,148.00
15" ADS FES	\$ 270.00	6 EA	\$ 1,620.00
SUB GRADE STABILAZTION 1-1/2" WASHED ROCK	\$ 13.80	95 TN	\$ 1,311.00
PERMIT	\$ 450.00	1 LS	\$ 450.00
TOTAL SEWER			\$ 121,552.50
PERFORATED DRAIN			
4" RIGID PERF. DRAIN / PVC LINER / 2' GRAVEL (AV 11')	\$ 21.30	900 LF	\$ 19,170.00
TIE TO EXIST 6" SUB DRAIN	\$ 315.00	1 EA	\$ 315.00
TOTAL PERFORATED DRAIN			\$ 19,485.00

TOTAL \$ 176,770.50

S & S Services
Namaqua Road
Loveland, CO 80537

Bid Proposal:

Prairie Trails

Description	Quantity	Unit Price	Total
8" PVC Sewer	1950	42.00	81900.00
4' Manhole	6	1300.00	7800.00
4' Drop Manhole w/Flowfill	1	4500.00	4500.00
Sewer Wye w/Plug	3	50.00	150.00
16" Casing	40	100.00	4000.00
Hold Power Poles	8	500.00	4000.00
18" CMP	26	20.00	520.00
15" ADS w/ FES	10	40.00	400.00
8" ADS	60	15.00	900.00
Temporary Fencing	420	6.00	2520.00
Remove and Replace Fence	880	8.00	7040.00
Rebuild Driveways	7	1000.00	7000.00
Traffic Control	1	8000.00	8000.00
Seeding	2.5	3500.00	8750.00
Sewerline Total			137480.00
6" PVC Waterline	780	30.00	23400.00
6" Connection to Main	1	1000.00	1000.00
6" Connection to Line	1	500.00	500.00
6" Swivel Tee	1	350.00	350.00
6" Valve w/Box	1	600.00	600.00
6" Bend	2	200.00	400.00
Ditch Bore	80	250.00	20000.00
Waterline Total			46000.00
4" PVC Subdrain w/Liner & Poly	900	30.00	27000.00
Subdrain Total			27000.00
Total Bid			210480.00

Authorized Signature

Michael W Smith

Date 11-15-99

Acceptance of Proposal

Date



QUOTATION
CONNELL RESOURCES, INC.

DIVISIONS: Loveland Excavating Co. Tall Hill Aggregates
 Windsor Aggregates Connell Aggregates

• 4305 E. Harmony Rd., Ft. Collins, CO 80525 •
 (970) 223-3151 • Denver (303) 623-3151 • Fax (970) 223-3191

TO:	Boedecker Prairie Trails	DATE:	November 22, 1999
	<small>NAME</small> 2516 Lake Drive	JOB NAME:	Prairie Trails P.U.D.
	<small>STREET</small> Loveland, CO 80538	LOCATION:	L.C.R. 18/West Loveland
	<small>CITY</small>	<small>STREET</small>	
ATTN:	Ken Morey	Loveland, CO	
	<small>OWNER'S REP.</small>	<small>CITY</small>	

We offer for your consideration the following quotation which, if accepted, shall constitute a contract between us:

Please find attached our unit price proposal for the above project. These prices are based on plans by Landmark Engineering, Ltd. dated October 1999, with Sewer revised 1/14/99.

Special conditions imposed by any permits issued to the owner and not noted on the plans or in the specifications will be considered to be outside the scope of work.

Should it be necessary to remove any existing irrigation, pipe, or utility lines, or other obstructions for installation of the work, unless shown on plans, the owner is to remove same at owner's expense, or have contractor remove same at owner's expense, or have contractor remove same on a time and material basis.

If native material is not suitable for backfill of trenches or structures, the cost of importing suitable material and the material is to be paid for as extra work.

All landscaping, other than seeding with native grasses, will be done by owner.

All driveway restoration will be constructed in Class 1.5 road base.

All subdrain to be designed no deeper than eleven feet with a two foot depth of gravel.

Subdrain does not include any waterline or fire hydrant removal or replacement.

Waterline does not show profile for bid purposes, so it is assumed a standard bury of 4.5 feet.

The service to be relocated and abandoned are not shown, thus assuming they are in the wide open for construction.

Owner to re-seed, remove and replace fence on the waterline portion of this project.

We have excluded any soils testing, survey work, permits, or fees.

We would look forward to constructing this project for you.

IMPORTANT: This quotation is subject to the conditions and agreement shown on the other side. By signing below, the parties are expressly agreeing to all terms and conditions contained on both sides of this document.

CONNELL RESOURCES, INC.		<i>[Signature]</i>	
BY	David E. Simpson, Vice President	TITLE	DATE
DATE	November 23, 1999	ACCEPTED BY	DATE
		CORPORATE SECRETARY OR WITNESS	DATE

CONNELL RESOURCES, INC.
 4305 EAST HARMONY RD.
 FT. COLLINS, CO. 80528

BID PROPOSAL:

" ATTACHMENT A "

PROJECT NAME :

PRAIRIE TRAILS P.U.D.

OWNER/DEVELOPER :

BOEDECKER PRAIRIE TRAILS

BID DATE:

REVISED 12/1/99

PROPOSAL PREPARED BY:

DAVID SIMPSON

ITEM DESCRIPTION	BID QUANTITY	UNIT	BID UNIT PRICE	BID TOTAL
SANITARY SEWER				
PVC	1948	LF	39.50	76,946.00
DIAMETER MANHOLE	6	EA	1,320.00	7,920.00
DIAM. DROP MANHOLE W/FLOWFILL	1	EA	4,600.00	4,600.00
ASPHALT PATCHING (6")	50	SY	43.00	2,150.00
TRAFFIC CONTROL	1	LS	8,350.00	8,350.00
PAVING	2.5	AC	2,800.00	7,000.00
CONNECT TO EXISTING MH #3	1	EA	1,270.00	1,270.00
SEWER WYE W/PLUG	3	EA	52.00	156.00
PERVIOUS TRENCH PLUG	2	EA	214.00	428.00
CASING	40	LF	100.00	4,000.00
SEWER WATER SERVICES & ENCASE	5	EA	640.00	3,200.00
GROUND POWER POLES	8	EA	620.00	4,960.00
MOVE & REPLACE GUY WIRE	1	EA	740.00	740.00
CMP	26	LF	23.00	598.00
ADS W/FES	10	LF	43.00	430.00
ADS	60	LF	15.00	900.00
CONCRETE FOR 3" OF COVER	1610	CY	5.60	9,016.00
TEMPORARY FENCE	420	LF	7.75	3,255.00
MOVE & REPLACE FENCE	880	LF	8.80	7,744.00
FORE DRIVES	7	EA	1,320.00	9,240.00
SHIELD UTILITIES	1	LS	3,900.00	3,900.00
TOTAL SANITARY SEWER				\$156,803.00
TOTAL BID RECAP				
SANITARY SEWER:				\$156,803.00
TOTAL AMOUNT BID:				\$156,803.00

EXHIBIT "D"

SUMMARY OF ELIGIBLE
REIMBURSEMENT COSTS

Prairie Trails P.U.D.
Exhibit "D"

Summary of Eligible Reimbursement Costs

The "Total Bid" prices for the sanitary sewer only, from the 3 contractors, is tabulated below from Exhibit "C":

1)	Weinland Construction, Inc.	\$121,552.50
2)	S & S services	\$137,480.00
3)	Connell Resources, Inc.	\$156,803.00

The lowest bidder was Weinland Construction, Inc. In addition there were Right-Of-Way acquisition costs, engineering, survey, material testing, and construction administration required for the completion of the project. The total tabulation and allocation of eligible reimbursement cost is tabulated in Exhibit "E".

City reimbursement policy states that 50% of the eligible sanitary sewer installation cost can be attributed to each side of the sewer main. Since this sewer is totally off-site to the project there are properties on both sides of the main that would be eligible for reimbursement based on a lineal foot basis.

EXHIBIT "E"

ALLOCATION OF ELIGIBLE
REIMBURSEMENT COSTS FOR
EACH PROPERTY

PRAIRIE TRAILS P.U.D.
Exhibit "E"

Allocation of Eligible Costs

Costs eligible for reimbursement are based upon "as-built" quantities as shown in Exhibit "B", Construction Plan Extract. The construction bids are shown in Exhibit "C", Construction Bids. The bid results are adjusted below to indicate quantity adjustments for the items bid.

I. Weinland Construction Inc.

Item	Quantity	Unit	Unit Cost	Total
8" PVC Sewer Main	2150	L.F.	\$22.20	\$47,730.00
4' Dia. Man Hole	8	Ea.	\$1,490.00	\$11,920.00
4' Dia. Drop Man Hole (on existing)	1	Ea.	\$6,353.00	\$6,353.00
Flow Fill for M.H. (On Existing)	54	C.Y.	\$47.00	\$2,538.00
Impervious Trench Plug	2	Ea.	\$495.00	\$990.00
16" Casing for 30" irrig. Crossing	40	L.F.	\$145.00	\$5,800.00
Lower Water Services and Encase	5	Ea.	\$229.00	\$1,145.00
R & R Split Rail Fence	280	L.F.	\$8.10	\$2,268.00
R & R Cedar Fence	190	L.F.	\$16.10	\$3,059.00
R & R Field Fence	400	L.F.	\$3.15	\$1,260.00
Install Temp. Fence (dogs & livestock)	420	L.F.	\$2.65	\$1,113.00
Hold Power Poles - PVREA	8	Ea.	\$920.00	\$7,360.00
Traffic Control	1	L.S.	\$8,625.00	\$8,625.00
Restore Drives	7	Ea.	\$325.00	\$2,275.00
Revegetation (Seeding only)	70,000	S.F.	\$0.18	\$12,600.00
Import Fill	1,250	Ton	\$6.83	\$8,537.50
18" ADS (for irrigation access)	30	L.F.	\$39.60	\$1,188.00
18" ADS FES (irrigation access)	1	Ea.	\$329.00	\$329.00
15" ADS (Replace for driveways)	60	L.F.	\$35.80	\$2,148.00
15" ADS FES (For Driveways)	6	Ea.	\$270.00	\$1,620.00

Sub-grade Stabilization(1 ½ " rock)	95	Ton	\$13.80	\$1,311.00
County Access Permit	1	Ea.	\$450.00	\$450.00
Southside Ditch Crossing *	1	L.S.	\$20,043.06	* See Note Below
Pothole Existing Utilities	1	L.S.	\$1,300.00	\$1,300.00
TOTAL				\$131,919.50*

* This amount shall be apportioned to only those properties with service that lie beyond the Southside Ditch. This basically includes the Prairie Trails P.U.D. Subdivision including Lot 1, Block 1 and Tract J that was previously owned by the Keever's. The developable area in the subdivision contains 31.41 acres. The Keever property, Lot 1, Block 1 and Tract J contain 2.74 acres. Thus the portion attributed to the Keever property for reimbursement shall be $(2.74/31.41) \times \$20,043.06 = \$1,748.42$. The remainder of the \$20,043.06 will be apportioned to the Prairie Trail P.U.D. and therefore, not included as a part of the reimbursable amount for those lots to the East. The Total above does not include this amount.

II. Easement Acquisition Costs (See attached documentation for Costs)

John C. and Pamela L. Keever	4800 14 th St. S.W.	\$ 8,276.00**
Howard D. and Elizabeth Cary	4420 14 th St. S.W.	\$ 15,000.00
Mark R. and Denise Bretting	4510 14 th St. S.W.	\$ 3,518.00
Wanda J. Spaeth	4600 14 th St. S.W.	\$ 1,620.00
	TOTAL	\$ 28,414.00

** Equivalent Easement Cost Allowed by the City of Loveland.

III. Landmark Engineering Ltd. (See attached letter)

Engineering	\$39,980.00
Surveying	\$ 3,200.00
Material Testing	\$ 630.00
	TOTAL

GRAND TOTAL \$204,143.50

The total amount of Sanitary Sewer installed is 2,150 lineal feet. Therefore, the per foot amount of eligible reimbursement is $\$204,143.50 / 2,150 \text{ ft.} = \94.95 per ft. (For calculations in report $\$94.95 \text{ per foot} / 2 \text{ sides} = \$47.48 \text{ per foot each side of the sanitary sewer main.}$)

EXHIBIT "F"

DESCRIPTION OF OBLIGATED PROPERTY
AND LIST OF PROPERTY OWNERS

Exhibit "F"
Description of Obligated Property and the Property Owners

- 1) Howard D. and Elizabeth K. Cary
4420 14th St. S. W.
Loveland, CO 80537
A portion of the Northeast 1/4 of Sec. 29, T5N, R69W of the 6th P.M., as described in Larimer County Book 8800, Page 2071. (See attached Warranty Deed for detailed information.) (193.24')
- 2) David S. Long
4417 14th St. S.W.
Loveland, CO 80537
A portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., Larimer County, Colorado. (See Attached Warranty Deed for detailed information.)
- 3) Benito S. and Kathryn Lizardi
4421 14th St. S.W.
Loveland, CO 80537
A portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., Larimer County, Colorado. (See Attached Warranty Deed for detailed information.)
- 4) Richard A. and Elaine M. Valente Trust
9482 W. 64th Place
Arvada, CO 80004
Lot 7, Replat of Boedecker Park (Currently a vacant lot), a portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., as described in Larimer County Book 9308, Page 6011. (See Attached Warranty Deed for detailed information.)
- 5) Dennis A. and Jill A. Compeau
4601 14th St. S.W.
Loveland, CO 80537
Lot 6, Replat of Boedecker Park, a portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., as described in Larimer County Book 9505, Page 9378. (See Attached Warranty Deed for detailed information.)
- 6) Michael A. and Kathleen Gail Orozco
4701 14th St. S.W.
Loveland, CO 80537
Lot 5, Replat of Boedecker Park, a portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., as described in Larimer County Book 2279, Page 476. (See Attached Warranty Deed for detailed information.)

- 7) Earl W. and Leann E. Williams
4715 14th St. S.W.
Loveland, CO 80537
Lot 4, Replat of Boedecker Park, a portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., as described in Larimer County Book 9804, Page 4966. (See Attached Warranty Deed for detailed information.)
- 8) Donald Wieringa
4800 14th St. S.W.
Loveland, CO 80537
Lot 1, Block 1 and Tract J of Prairie Trails P.U.D., Lot 1, Block 1 is proposed to be split into 4 lots. (See attached Deed information as obtained from the Larimer County records, Reception #98058097 which is the Prairie Trails P.U.D. Plat.)
NOTE: For this property, subsequent subdivision of land will be subject to the provisions of Exhibit "A", Section 1.3.3.4 A. Which is included in this document.

20-5-69

AGREEMENT TO GRANT EASEMENT

This Agreement to Grant Easement ("Agreement")^{J W 124 Km} dated and delivered as of this 27 day of September, 1999, is made by and between Wanda E. Spaeth ("Owner"), and Boedecker Prairie Trails, LLC, a Colorado limited liability company ("Boedecker"):

Owner owns the real property at 4600 S.W. 14th Street, Loveland, Colorado, on which is located a residence constructed prior to 1972. Owner desires to grant to Boedecker an easement to be used for the construction, maintenance, and operation of a sewer line. For the consideration set forth herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties make the following covenants and agreements:

1. Owner hereby consents to execute an instrument granting and conveying to Boedecker, and to its successors and assigns, a permanent easement ("Easement") on, under, and across a 20-foot strip of Owner's property, which northern boundary is the south line of the road easement and right-of-way for County Road 18, in Larimer County, Colorado, and a temporary construction easement on and across an additional 20-foot strip to the south of the Easement, for the construction, maintenance, and operation of a sewer line. The scope of the Easement shall include the right to install, repair, and maintain the sewer line. The Easement shall be as generally described in the letter from Landmark Engineering dated July 1, 1999, a copy of which is attached hereto as Exhibit A and which is hereby incorporated herein by this reference and made a part hereof.

2. Owner acknowledges that similar necessary easements must also be obtained from neighboring property owners to allow construction of the subject sewer line. As consideration for the execution of this Agreement, Owner shall receive a payment from Boedecker of One Hundred and 00/100 Dollars (\$100.00) after each of the said necessary parties has executed an agreement in substantially the form hereof. Thereafter, upon execution of an instrument from each such owner granting each such easement, Owner shall, in full payment for the granting of the Easement, receive from Boedecker an additional payment of One Thousand Five Hundred Twenty and 00/100 Dollars (\$1,520.00). If, in Boedecker's judgment all necessary easements are not obtained on or before August 31, 1999, then, at Boedecker's option, this Agreement shall be terminable upon written notice of termination to Owner, and, if terminated, no additional sum shall be due or payable hereunder.

3. The sewer line constructed within the Easement shall connect with the sewer system of the City of Loveland. Boedecker shall place a "wye" fitting in the sewer line to allow connection to a service line to Owner's property. Boedecker shall be under no obligation with respect to, and makes no representation regarding any matter not specifically set forth herein. All other matters shall remain Owner's sole responsibility, including without limitation, the following: (1) the cost, timing, or feasibility of obtaining sewer service through the City of Loveland and the execution of any agreements required by the City of Loveland in connection therewith; (2) the connection of any improvements upon Owner's property or the compatibility of the same with the sewer line to be constructed within the Easement; or (3) the construction of any additional sewer service lines or improvements except for the main sewer line and "wye" fittings provided for herein. The City of Loveland has indicated that if a "wye" is to be installed in the sewer main for future use by the Owners, the Owners must pay the tap fee to the City of Loveland immediately upon the sewer main being completed and accepted by the City. At the Owners' option, the installation of the "wye" can be omitted. If the Owners do not have the "wye" installed, it shall be the Owners full responsibility to pay any additional tap fee that the City may charge at the time of tie-in to the City sewer main. As of July 30, 1999, the sewer tap fee is \$165.00. This includes the tap fee and the physical "wet tapping" of the sewer main by City crews. Excavation of the

IMAGED

main is excluded and is the responsibility of the Owners to have the sewer main exposed prior to arrival of City crews to perform the "wet tap". If the "wye" is to be omitted, the Owners shall provide, in writing to Boedecker, a request to omit the "wye".

4. All costs of construction of the main sewer line in the Easement shall be borne by Boedecker, which shall at its expense restore to its original grade and condition property affected by the construction of said sewer line.

5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. The provisions hereof shall be a covenant running with the land affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

Wanda E. Spaeth
Wanda E. Spaeth
).

Boedecker Prairie Trails, LLC,
a Colorado limited liability company

By: Roger Jensen
Roger Jensen, Co-Manager

By: Kenneth Morey
Kenneth Morey, Co-Manager

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

Subscribed, sworn to, and acknowledged before me this 27 day of September, 1999, by Roger Jensen and Kenneth Morey, as Co-Managers of Boedecker Prairie Trails, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: 7-19-03

Diana J. Anderson
Notary Public

STATE OF COLORADO)
)
) ss:
COUNTY OF LARIMER)

Subscribed, sworn to, and acknowledged before me this 23 day of August, 1999,
by Wanda E. Spaeth rel

WITNESS my hand and official seal.
My commission expires: 7-19-03

[Signature]
Notary Public



Landmark ENGINEERING Ltd.

Engineers • Planners • Surveyors • Architects • Geotechnical

January 18, 2000
Project No. BOEP-8H1D-01-304A4

Mr. Roger Jensen
c/o Boedecker Prairie Trails, LLC
2516 Lake Drive
Loveland, CO 80538

RE: Offsite Sanitary Sewer Engineering, Surveying, and Material Testing Costs for Prairie Trails P.U.D., Larimer County, Colorado.

Dear Roger:

Listed below is a breakdown of the fees paid by Boedecker Prairie Trails, L.L.C. for the design, survey, construction management, and installation of the offsite sanitary sewer mains with all appurtenances for the Prairie Trails P.U.D. Subdivision. You will need a copy of this for future reference for any reimbursement agreement with the City of Loveland.

ENGINEERING

- 1) Engineering design of the sanitary sewer main, manholes, utility crossings and appurtenances with details and notes. Fee = \$39,980.00
- 2) Construction survey and layout of sanitary sewer main, manholes, utility crossings and appurtenances. Fee = \$3,200.00
- 3) Construction management for the installation of the sanitary sewer main, manholes, utility crossings and appurtenances. Fee = \$1,260.00
- 4) Material testing for the installation of the sanitary sewer main, manholes, utility crossings, and appurtenances. Fee = \$630.00

Total Fee = \$45,070.00

If you have any further questions, please contact our office.

Sincerely,

Landmark Engineering Ltd.

Rodney A. Harr, P.E.

RAH/ej

Exhibit "F"
Description of Obligated Property and the Property Owners

- 1) Howard D. and Elizabeth K. Cary
4420 14th St. S. W.
Loveland, CO 80537
A portion of the Northeast 1/4 of Sec. 29, T5N, R69W of the 6th P.M., as described in Larimer County Book 8800, Page 2071. (See attached Warranty Deed for detailed information.) (193.24')
- 2) David S. Long
4417 14th St. S.W.
Loveland, CO 80537
A portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., Larimer County, Colorado. (See Attached Warranty Deed for detailed information.)
- 3) Benito S. and Kathryn Lizardi
4421 14th St. S.W.
Loveland, CO 80537
A portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., Larimer County, Colorado. (See Attached Warranty Deed for detailed information.)
- 4) Richard A. and Elaine M. Valente Trust
9482 W. 64th Place
Arvada, CO 80004
Lot 7, Replat of Boedecker Park (Currently a vacant lot), a portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., as described in Larimer County Book 9308, Page 6011. (See Attached Warranty Deed for detailed information.)
- 5) Dennis A. and Jill A. Compeau
4601 14th St. S.W.
Loveland, CO 80537
Lot 6, Replat of Boedecker Park, a portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., as described in Larimer County Book 9505, Page 9378. (See Attached Warranty Deed for detailed information.)
- 6) Michael A. and Kathleen Gail Orozco
4701 14th St. S.W.
Loveland, CO 80537
Lot 5, Replat of Boedecker Park, a portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., as described in Larimer County Book 2279, Page 476. (See Attached Warranty Deed for detailed information.)

- 7) Earl W. and Leann E. Williams
4715 14th St. S.W.
Loveland, CO 80537
Lot 4, Replat of Boedecker Park, a portion of the Southeast 1/4 of Sec. 20, T5N, R69W of the 6th P.M., as described in Larimer County Book 9804, Page 4966. (See Attached Warranty Deed for detailed information.)
- 8) Donald Wieringa
4800 14th St. S.W.
Loveland, CO 80537
Lot 1, Block 1 and Tract J of Prairie Trails P.U.D., Lot 1, Block 1 is proposed to be split into 4 lots. (See attached Deed information as obtained from the Larimer County records, Reception #98058097 which is the Prairie Trails P.U.D. Plat.)
NOTE: For this property, subsequent subdivision of land will be subject to the provisions of Exhibit "A", Section 1.3.3.4 A. Which is included in this document.

WARRANTY DEED

THIS DEED, Made this 13 day of November, 1987, \$ 13
between

Richard D. Cross and Barbara Cross,

of the
County of Larimer, State of Colorado, grantor(s) and
Howard D. Cary and Elizabeth K. Cary, as joint tenants

whose legal address is 4420 SW 14th St., Loveland, Co. 80537

of the Larimer County of , State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of (\$1,250.00)
eighty one thousand two hundred and fifty 81,250.00 DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, have granted, bargained,
sold and conveyed, and by these presents do grant, bargain, sell, convey, and confirm,
unto the grantee(s), their heirs and assigns forever, all the real property, together
with improvements, if any, situate, lying and being in the County of Larimer,
State of Colorado, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

also known by street and number as: 4420 S.W. 14th Street, Loveland, Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging,
or in anywise appertaining, and the reversion and reversions, remainder and remainders,
rents, issues and profits thereof, and all the estate, right, title, interest, claim and
demand whatsoever of the grantor(s), either in law or equity, of, in and to the above
bargained premises, with all the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the
appurtenances, unto the grantee(s), their heirs and assigns forever. And the
grantor(s), for themselves their heirs and personal representatives, do covenant,
grant, bargain, and agree to and with the grantee(s), their heirs and assigns, that all
the force of the executing and delivery of these presents, well seized of the premises above
conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in
law, in fee simple, and have good right, full power and authority to grant, bargain,
sell and convey the same in manner and form as aforesaid, and that the same are free and
clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances, and restrictions of whatever kind or nature soever, except easements,
rights-of-way, covenants, conditions, restrictions and reservations of record,
and the general taxes for the year 1988 due and payable in 1989 and subsequent
years

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises
in the quiet and peaceable possession of the grantee(s), their heirs and
assigns, against all and every person or persons lawfully claiming the whole or any part
thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth
above.

Howard D. Cary
4420 SW 14th St.
Loveland, Co. 80537



STATE OF IDAHO
County of Ada

X Richard D. Cross
Richard D. Cross
X Barbara Cross
Barbara Cross

The foregoing instrument was acknowledged before me this 13 day of November, 1987,
by Richard D. Cross and Barbara Cross,
My commission expires 5/1/88
Witness by hand and of Public Seal.

RECORDED

7
2

EXHIBIT "A"

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

Considering the North line of Section 29, Township 5 North,
Range 69 West of the 6th P.M., as bearing $N88^{\circ}24'35''W$ and with
all bearings contained herein relative thereto:
BEGINNING at the Northeast corner of said Section 29,
thence along said North line $N88^{\circ}24'35''W$ 1421.96 feet to the
TRUE POINT OF BEGINNING,
thence continuing along said North line $N88^{\circ}24'35''W$ 193.25 feet;
thence $S1^{\circ}35'25''W$ 60.00 feet to the beginning of a tangent curve
having a central angle of $27^{\circ}31'46''$, a radius of 501.26 feet and
a long chord which bears $S12^{\circ}10'28''E$ 238.54 feet;
thence Southeasterly along the arc of said curve 240.85 feet;
thence $N64^{\circ}03'39''E$ 192.53 feet;
thence $N8^{\circ}00'00''W$ 205.57 feet, more or less, to the TRUE POINT
OF BEGINNING

21569

C O N T R A C T

THIS CONTRACT, made and entered into this 15 day of July, 1996, by and between John Keever and Pam Keever (hereinafter referred to as "Sellers"), and Prairie Trails LLC (hereinafter referred to as "Purchasers").

W I T N E S S E T H:

1. DESCRIPTION. Subject to the terms and conditions hereinafter set forth, Sellers agree to sell and convey and Purchasers agree to purchase the following described premises situated in the County of Larimer, State of Colorado, to-wit:

Approximately two (2) acres of real property, all that land lying north of the south boundary line of the platted road right-of-way for Prairie Trails P.U.D. known as Prairie Trails Drive.

(Said description to become part of Tract A, Prairie Trails P.U.D., all as shown on Exhibit A attached hereto.)

together with all improvements thereon.

The Sellers shall retain what will become known as Lot 1, a 2.652 acre parcel of Block 1 containing 115,503 square feet as designated on said plat.

2. PURCHASE PRICE. Purchasers agree to pay therefore the sum of Seventy Thousand and no/100 Dollars (\$70,000.00) together with the conveyance of one lot of Seller's choice, Lot No. 5 of Block 4 of Prairie Trails Subdivision, County of Larimer, State of Colorado:

A. Earnest money of Five Thousand Dollars and no/100 (\$5,000.00) hereby receipted for paid to the Sellers on August 1, 1995.

IMAGED

B. The additional Sixty Five Thousand and no/100 Dollars (\$65,000.00) cash or certified funds to be paid on or before August 30, 1996.

C. The balance of the conveyed lot to be conveyed to Sellers after final recordation of the Prairie Trails Subdivision plat and after infrastructure is completed so that said lots can be conveyed free and clear.

3. **MAY 18, 1995 LETTER OF INTENT.** This Purchase agreement is to finalize the original Letter of Intent for Purchase dated May 18, 1995 entered into between the parties in order to enable Purchasers to complete access easements to the Prairie Trails Subdivision which has now been preliminarily approved by the Larimer County Commissioners.

4. **SUBDIVISION COMPLIANCE.** The Sellers agree to cooperate with Landmark Engineering and to become a part of the platting process of Prairie Trails Subdivision in order that their property, comprising approximately a five (5) acre parcel, can be split as above provided into two separate legally divided parcels, one to be retained by Sellers, i.e., the improved parcel to the south with all their improvements thereon, and a northern parcel to be an outlet to become a part of Prairie Trails Subdivision to be owned by Purchasers. (Sellers agree and acknowledge that they will be a signator to the plat and that after the plat has been recorded, a warranty deed will be conveyed by Sellers to Purchasers of the outlet.) It is also agreed and understood that in the event Sellers property is encumbered by a first lien or mortgage, they will

obtain the cooperation of their lender in order to sign the plat as required.

5. **ESCROW.** The parties agree to enter into an escrow arrangement whereby each party will execute deeds conveying the respective properties, i.e., the outlot from Sellers to Purchasers and one of the chosen Lots from Purchaser to Seller, which deed shall be duly notarized and acknowledged and held by escrow agent. The purpose of this escrow arrangement is to ensure the transfer and delivery of the deeds as agreed herein. Said deeds will be conveyed as provided under the escrow agreement.

6. **SURVEY PLATTING COSTS.** The Purchasers agree to pay all costs for the platting process fees, application fees and other costs related to the subdivision platting process. Sellers will be obligated only to pay their recording costs on their respective deed and documentary fees as may be required.

7. **EASEMENT.** Within the property retained by Seller, there will be a landscape easement paralleling and running along the northern boundary of their property adjacent to Prairie Trails Drive. Said easement is eighteen feet (18') in width and is set forth on Exhibit A. The County will obligate the Purchasers to landscape this eighteen foot (18') easement for landscape purposes. Therefore, Sellers agree and acknowledge that they will not be allowed to construct any improvements within the eighteen foot (18') landscape easement or to place any fencing closer than eighteen feet (18') from the south line of said roadway.

20-1
K Purchasers agree that they will maintain the up keep of the 18' landscape easement.

8. **WATER LINE.** The Sellers' existing water line and water pit servicing their property from the Little Thompson Water District will have to be relocated and moved at Purchasers' expense. Said water line and pit will be placed within the Sellers' property as redescribed under the subdivision plat at the very northeast top or corner of the newly described property adjacent to and within the eighteen foot (18') easement for landscape purposes next to Prairie Trails Drive.

9. **TAXES.** Sellers shall pay all prior years' taxes and shall be responsible for their taxes through the year 1996. The parties agree that at the closing and transfer of deed they will not segregate or apportion the tax liability on the Sellers property. It is estimated that most of the valuation is attributable to the improvements on the Sellers property and, therefore, no adjustment will be made at closing on the 1996 tax liability remaining after the transfer on August 30, 1996.

10. **EVIDENCE OF TITLE.** Sellers agree, at their expense, to provide Purchasers with a current commitment for a title insurance policy in an amount equal to the purchase price, showing title to be merchantable in Sellers. Said commitment shall be ordered from Chicago Title Insurance Company and shall be furnished to Purchasers at least fifteen (15) days prior to closing, who shall examine the same and make any objections thereto, if any. Should there be objections, wherein title is not marketable, Sellers shall have a reasonable time within which to perfect the same, including such time as might be required for a quiet title action. Sellers

shall furnish Purchasers with the final Owner's Title Insurance Policy subsequent to closing.

As additional consideration, Purchasers agree to furnish to Ksevers a title insurance policy on Lot 5, Block 4 and to pay for the same based upon a consideration of Seventy Thousand and no/100 Dollars (\$70,000.00) at the time said lot is duly platted and title insurance can be obtained through a standard title insurance carrier.

11. **TRANSFER OF TITLE.** Conveyance shall be by good and sufficient general Warranty Deed, conveying the property free and clear of liens of encumbrances, SAVE and EXCEPT for current taxes, easements, restrictions, reservations or agreements of record, if any.

12. **DEFAULT SPECIFIC PERFORMANCE.** Time is of the essence of this Contract, and in the event of any default by either party in the terms and conditions hereof, the non-defaulting party shall give the defaulting party ten (10) days notice in writing of said default. If said default is not cured within said 10-day period, this contract shall be deemed to have been terminated for said default and the non-defaulting party shall be entitled to retain all earnest money paid to Seller, and the parties shall be released from all obligations hereunder. In the event, however, the non-defaulting party elects to treat this contract as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance and damages.

13. **NOTICE.** Any notice given by one party to the other under this contract shall be deemed effective when mailed, sufficient postage prepaid and certified as follows:

To Sellers: 4800 14th Street S.W.
Loveland, Colorado 80537

To Purchasers: 3162 Silver Leaf Drive
Loveland, Colorado 80538

14. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and assigns, as the case may be.

15. **NON ASSIGNMENT.** This Contract shall not be assigned by either of the parties hereto prior to closing without the proper written consent of the other party.

16. **SURVIVAL OF CLOSING.** All covenants, warranties and representations herein shall survive the closing.


17. **REAL ESTATE REPORTING REQUIREMENTS.** Sellers agree to execute a 1099-S in compliance with Sec. 1521(a) of the Tax Reform Act of 1986 of the Internal Revenue Code.

18. **WITHHOLDING TAX ON TRANSFERS OF REAL ESTATE BY NON-RESIDENTS.** In compliance with C.R.S. 39-22-604.5, the parties to this transaction acknowledge that they are residents of the State of Colorado and are therefore exempt to a withholding tax from the sale of said real estate.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

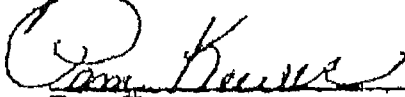
SELLERS:

PURCHASERS:



John Keaver

Prairie Trails LLC



Pam Keaver

BY: 



The Virtual Courthouse of Larimer County, Colorado

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Property Information

Public Databases

Property Tax Info

General Information

Parcel Number: 9529227005 Tax Year: 2001
 Account Number: R1581181 Tax District: 2001

Owner Name & Address

Property Location

Owner Name:	FINCH, LEWIS B	Location Address:	5028 SINGLE TREE DR
Owner Name:	ROSE M	Location City:	LOVELAND
Mailing Address:		Location Zip Code:	80537
Mailing Address:	5028 SINGLE TREE DR	Mobile Home Space:	
City:	LOVELAND	Subdivision Number:	0628
State:	CO	Subdivision Description:	PRAIRIE TRAILS PUD
Zip Code:	80537		

Sale Information

Deed Type	Sale Date	Sale Price	Reception Number
WD	02/11/2000	72,000	2000010182
WD	08/08/2000	85,000	2000055916
WD	04/06/2001	369,900	2001027349
WD	07/01/1998	0	98056779
WD	12/01/1998	0	98110838

Value Information

Actual Value:	71,190	Tax Roll Actual Value:	44,000
Assessed Value:	20,650	Tax Roll Assessed Value:	12,760
		Total Mill Levy:	83.958

Abstract Code and Description	Value Type	Actual Value	Assessed Value	Gross Acres	Gross SqFt
1118 Res unimp pud	Land	71,190	20,650	.48	20,941
Total Acres and Sqft				0.48	20,941

Legal Description

LOT 5, BLK 4, PRAIRIE TRAILS PUD

RCPTN # 98058097 07/10/98 14:28:00 # PAGES - 2 FEE - \$21.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - \$.00

MICHAEL P BERTHOUD
BOEDECKER HEIGHTS PARTNERSHIP PRAIRIE TRAILS PUD
BOEDECKER PRAIRIE TRAILS LLC MISC
JOHN C KEEVER
PAMELA L KEEVER
REBECCA BISCHOFF
PAUL EHRLICH

2700

IMAGE1

WARRANTY DEED

THIS DEED, Made this 8th day of December, 2000,
between Wallace E. Austin and Jo Ann Austin

STATE DOCUMENTARY FEE
1 30.00

of the County of Larimer and State of Colorado
grantor, and David S. Long

Letting

whose legal address is 4417 SW 14th Street, Loveland, CO 80537

of the County of Larimer and State of Colorado, grantee:
WITNESSETH, That the grantor, for and in consideration of the sum of THREE HUNDRED THOUSAND AND
NO/100-----

-----DOLLARS, (\$300,000.00),
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with
improvements, if any, situate, lying and being in the County of Larimer and State of Colorado,
described as follows:

That portion of the Southeast 1/4 of Section 20, Township 5 North, Range 69
West of the 6th P.M., County of Larimer and State of Colorado, described as
follows:

Beginning at the Southeast corner of said Southeast 1/4; thence along the
South line of said Southeast 1/4 North 88°24'35" West 1267.09 feet to the
Westerly line of that certain parcel of land described in deed recorded in
Book 1451, page 744 Larimer County records; said point being the true point of
--Continued--

also known by street and number as 4417 SW 14th Street, Loveland, Colorado 80537

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his
heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and
agree to and with the grantee, his heirs and assigns, that at the time of the unsealing and delivery of these presents, he is well
seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in
fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form
as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or
payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

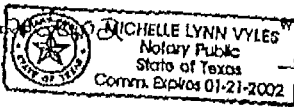
The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession
of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Wallace E. Austin
Wallace E. Austin

Jo Ann Austin
Jo Ann Austin

STATE OF TEXAS)
COUNTY OF Collin) ss.

The foregoing instrument was acknowledged before me this 7 day of December, 2000 by
Wallace E. Austin and Jo Ann Austin

My Commission expires: /  witness my hand and official seal.
Michelle Lynn Vyles
Michelle Lynn Vyles
Notary Public

IMAGED

parcel
95209 00016
117

81/2
4417 SW 14th Street

CONTINUATION OF LEGAL DESCRIPTION TO DEED DATED
December 8, 2000

beginning; thence continuing along said South line North 88°24'35" West 190.05 feet; thence North 0°28'44" East 570.12 feet to the approximate centerline of an Irrigation Ditch; thence along said centerline North 77°06'05" East 110.30 feet; thence South 83°13'30" East 83.21 feet to said Westerly line of that certain parcel of land described in deed recorded in Book 1451, page 744 said records; thence along said Westerly line South 0°28'44" West 590.19 feet to the True Point of Beginning.

Subject to rights of way and easements in use or of record,
County of Larimer, State of Colorado

Recorded at 1457 DATE 827
Reception No. 1457

THIS DEED, Made this 25th day of March 1971, between WILLIAM H. GREEN, LOUISE C. GREEN and ROBERT C. CHRISTENSEN, TRUSTEES

RECORDER'S STAMP
STATE DOCUMENTARY FEE
APR 6 1971
40

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

DENITO S. LIZARDI and KATHRYN LIZARDI

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

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

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

That portion of the SE1/4 of Section 20, Township 5 North, Range 69 West of 6th P.M., County of Larimer and State of Colorado, described as follows:

Beginning at the SE corner of said SE1/4; thence along the South line of said SE1/4 N. 88°24'35" W. 1457.14 feet to the true point of beginning; thence continuing along said South line N. 88°24'35" W. 190.06 feet to a line which is parallel with the Easterly line of a Replat of Noecker Park and is distant 30.00 feet (measured at right angles) from said Easterly line; thence along said parallel line N. 0°28'44" E. 527.03 feet to the approximate centerline of an Irrigation Ditch; thence along said centerline N. 79°42'10" E. 124.14 feet; thence N. 77°06'05" E. 69.97 feet to a line that bears S. 0°28'44" W. and passes through the true point of beginning; thence along said line S. 0°28'44" W. 570.12 feet to the true point of beginning;

Subject to rights of way and easements in use or of record.

1457

IMAGED

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

24012 B H

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That I,

RICHARD A. VALENTE
whose address is 9482 West 64th Place
Arvada, Colorado 80004

County of Jefferson

and State of Colorado, for the consideration of
Ten and No/100ths-----

STATE DOCUMENTARY
FEE
STATE DOCUMENTARY FEE
EXEMPT

dollars.

In hand paid, hereby sell(s) and convey(s) to

THE ELAINE M. VALENTE TRUST, dated September 16, 1993
whose legal address is 9482 West 64th Place Arvada, Colorado 80004

County of Jefferson, and State of Colorado

the following real property situate in the County of Larimer

and State of Colorado, to wit:

An undivided one-half (1/2) interest in and to the following:

LOT 7,
REPLAT OF BOEDECKER PARK,
Except that portion of said Lot 7 located within
Boedecker Reservoir, also known as Mariana Reservoir,
County of Larimer,
State of Colorado.

also known by street and number as

with all its appurtenances.

(convenience deed - no documentary fee required)

Signed and delivered this 6th day of October, 1993.

Richard A. Valente
RICHARD A. VALENTE

STATE OF COLORADO,

County of Jefferson ss.

The foregoing instrument was acknowledged before me this 6th day of

1993, by RICHARD A. VALENTE

My commission expires 12-23-95

19, Witness my hand and official seal



Kind, Best, Proven, Local,
Marian & Associates, P.C.
1150 Lincoln Street, Suite 118
Denver, Colorado 80202

CLERK'S NOTE
PROPERTY DOCUMENT RECEIVED

IMAGED

WARRANTY DEED

THIS DEED, Made this 15th day of September 19 95, between JERALD L. VAN WINKLE AND LINDA J. VAN WINKLE

of the County of LARIMER and State of Colorado, grantor, and DENNIS A. COMPEAU AND JILL A. COMPEAU

STATE DOCUMENTARY FEE

16.90

whose legal address is 4601 SW 14th St. Loveland, Co 80537

of the County of Larimer and State of Colorado, grantees:

WITNESS, that the grantor, for and in consideration of the sum of ONE HUNDRED SIXTY NINE THOUSAND AND NO/100 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the County of LARIMER and State of Colorado, described as follows:

LOT 6, REPLAT OF BOEDECKER PARK SUBDIVISION, COUNTY OF LARIMER, STATE OF COLORADO.

also known by street and number as 4601 S.W. 14TH STREET LOVELAND, COLORADO 80537

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and sell to and with the grantees, their heirs and assigns, that at the time of the executing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, leases, encumbrances and restrictions of whatever kind or nature now or, except general taxes for the current year and subsequent years subject to restrictions, reservations, and covenants of record and except easements and rights of way of record, if any, and except

1020569

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

JERALD L. VAN WINKLE

LINDA J. VAN WINKLE

STATE OF COLORADO] ss. COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this 15th day of September, 1995 by JERALD L. VAN WINKLE and LINDA J. VAN WINKLE



Witness my hand and official seal. My commission expires December 23rd, 1998

Kiersti Taylor KIERSTI TAYLOR

MAGED

B2279 P0476 574172

1984 JUL 11 8 43 Recorder

Recorded in COUNTY OF LARIMER M. STATE OF COLORADO

THIS DEED, Made this 19th day of June 19, 84 between

JOHN E. SHAW and LILLIAN M. SHAW

of the County of King and State of Washington, of the first part, and

MICHAEL A. OROZCO and KATHLEEN GAIL OROZCO whose legal address is 4421 SW 14th Street Loveland, Colorado 80537

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

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

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

Lot 5, REPLAT OF BOEDECKER PARK SUBDIVISION

also known as street and number No address established

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessment and encumbrances of whatever kind or nature soever, except 1984 taxes, payable in 1985, which Second Parties assume and agree to pay; and except restrictions, agreements, reservations, and easements of record or in use;

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

IN WITNESS WHEREOF the said parties of the first part has set their hands and seals this day and year first above written.

Signed, Sealed and Delivered in the Presence of

John E. Shaw [SEAL]

Lillian M. Shaw [SEAL]

Lillian M. Shaw [SEAL]

STATE OF WASHINGTON Washington County of KING

The foregoing instrument was acknowledged before me this 19th day of JUNE 1984 by JOHN E. SHAW AND LILLIAN M. SHAW

My commission expires JUNE 10, 1987, Witness my hand and official seal

[Signature of Notary Public]

Notary Public

RECORDER'S STAMP STATE DOCUMENTARY FEE 4.25

STATE DOCUMENTARY FEE

18.20

WARRANTY DEED

Grantor, Charles Loesing, whose address is 16798 Highway 87, Boonville, County of Cooper, Missouri 65233, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to Earl W. Williams and Leann E. Williams, whose address is 4715 14th Street, S.W., Loveland, County of Larimer, State of Colorado, the following real property in the County of Larimer, State of Colorado, to-wit:

Lot 11, Block 1, LAKE KNOLLS SOUTH SUBDIVISION,

also known by street and number as: 4715 14th Street S.W., Loveland, CO 80537

and an approximately 50' wide parcel adjacent to the above-described lot with the legal description as follows:

A portion of Lot 4 of Boedecker Park according to the Replat of Boedecker Park Subdivision according to the plat on file in the office of the Clerk and Recorder, County of Larimer, State of Colorado. Also being a portion of the Southeast 1/4 of Section 20, Township 6 North, Range 69 West of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Beginning at the South 1/4 corner of said Section 20; thence along the South line of the Southeast 1/4 of said Section 20 South 88°24'35" East 49.93 feet to the Southeast corner of said Lot 4; thence along the East line of said Lot 4 and departing said South line North 00°28'44" East 40.01 feet to the TRUE POINT OF BEGINNING, said TRUE POINT OF BEGINNING being a point on the Northernly right of way line of the County Road; thence continuing along said East line North 00°28'44" East 2569.40 feet to a point on the East-West Centerline of said Section 20; thence along said East-West centerline North 89°10'18" West 40.70 feet to the center 1/4 corner of said Section 20; thence along the North-South centerline of said Section 20 South 00°40'54" West 2569.70 feet to a point on the Northernly right of way line of the County Road; thence along said Northernly right of way South 88°24'35" East 49.79 feet to the TRUE POINT OF BEGINNING;

EXCEPT THEREFROM that portion of the above described property more particularly described as follows: That portion of Lot 4 of the Replat of Boedecker Park according to the plat on file in the office of the Clerk and Recorder of Larimer County, Colorado also being a portion of the South 1/2 of Section 20, Township 6 North, Range 69 West of the 6th P.M., said County, being more particularly described as follows:

Beginning at the South 1/4 corner of said Section 20 and considering the South line of the Southwest 1/4 of said Section 20 as bearing South 89°43'17" West and with all bearings contained herein relative thereto; thence along the North-South centerline of said Section 20 North 00°40'54" East 579.49 feet to the TRUE POINT OF BEGINNING; thence departing said North-South centerline North 85°00'00" East 48.09 feet to a point on the East line of Lot 4 of said Replat of Boedecker Park; thence along said East line North 00°28'44" East 2024.36 feet to a point on the East-West centerline of said Section 20; thence along said East-West centerline North 89°10'18" West 40.70 feet to the center 1/4 corner of said Section 20; thence along the North-South centerline of said Section 20 South 00°40'54" West 2024.36 feet, more or less, to the True Point of Beginning. County of Larimer, State of Colorado

Together with the improvements thereon, with all its appurtenances, and warrant title to the same, subject to 1998 real property taxes due and payable in 1999 and thereafter, easements and rights-of-way in place or of record; and the rules, regulations and resolutions of the City of Loveland, Colorado, as to use, building code, zoning and subdivision.

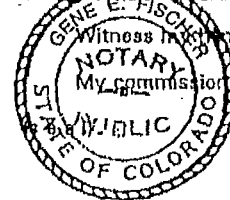
Signed this 29th day of May, 1998.

CHARLES LOESING

By: Erik G. Fischer
ERIK G. FISCHER, Attorney-in-Fact for CHARLES LOESING

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing document was acknowledged before me this 29th day of May, 1998, by Erik G. Fischer, Attorney-in-Fact for Charles Loesing.



My commission expires: 10/27/00

Signature of Gene E. Fischer, Notary Public

IMAGED

KNOW ALL MEN BY THESE PRESENTS that the undersigned being the Owners and Lienholders of that part of the Northwest Quarter of Section 29, Township 5 North, Range 69 West of the 6th Principal Meridian, Larimer County, Colorado being more particularly described as follows:

To Wit:

Beginning of the North Quarter Corner of said Section 29 and considering the North line of the Northwest Quarter of said Section 29 as bearing North 88°41'22" East and with all bearings contained herein relative thereto; thence along the North-South centerline of said Section 29 South 00°36'00" East 30.00 feet to a point on the South right-of-way line of County Road No. 18, said point being the TRUE POINT OF BEGINNING; thence along said South right-of-way line South 88°41'22" West 807.37 feet to a point on the Easterly line of that certain parcel of land described in deed, recorded under Reception No. 96004096, records of said County; thence along the Easterly, Southerly and Westerly lines of said parcel of land the following: three courses and distances: South 01°18'38" East 430.00 feet; thence South 88°41'22" West 383.00 feet; thence North 03°27'13" East 60.21 feet to a point on the South line of that certain parcel of land described in deed, recorded under Reception No. 93096028, records of said County; thence along the Southerly line of said parcel and along the Southerly line of that certain parcel of land described in deed, recorded under Reception No. 92049713 and the Southerly line of that certain parcel of land described in deed, recorded under Reception No. 94057378, records of said County South 88°41'22" West 713.37 feet to a point on a curve concave to the Southeast having a central angle of 82°32'46" and a radius of 125.00 feet; a radial line passing through said point bears North 68°35'36" East; thence departing said Southerly line and Northeasterly along the arc of said curve 180.09 feet to the end of said curve; thence tangent from said curve North 61°08'22" East 45.00 feet to the beginning of a tangent curve concave to the Northwest having a central angle of 61°24'42" and a radius of 225.00 feet; thence Northeasterly along the arc of said curve 241.16 feet to the Southerly right-of-way line of County Road No. 18; thence departing said curve and along said Southerly right-of-way line South 88°41'22" West 50.00 feet to the beginning of a curve concave to the Northwest having a central angle of 61°06'54" and a radius of 175.00 feet; thence departing said Southerly right-of-way line and Southwesterly along the arc of said curve 186.66 feet to the end of said curve; thence tangent from said curve South 61°08'22" West 45.00 feet to the beginning of a tangent curve concave to the Southeast having a central angle of 76°39'25" and a radius of 175.00 feet; thence Southwesterly along the arc of said curve 234.14 feet to the end of said curve; a radial line passing through said end of curve bears North 74°28'50" East; said end of curve being a point on the Southerly line of that certain parcel of land described in Deed, recorded under Reception No. 94057378, records of said County; thence along said Southerly line South 88°41'22" West 128.37 feet to a point on the Easterly line of Harold MUD S-69-42 according to the plot on file in the office of the clerk and recorder, said County, said Easterly line being the approximate centerline of the Home Supply Ditch; thence along said Easterly line the following ten courses and distances: South 04°08'00" East 125.00 feet; thence South 08°13'30" West 132.10 feet; thence South 85°44'30" West 195.00 feet; thence South 25°16'00" West 29.40 feet; thence South 00°30'30" West 201.40 feet; thence South 52°16'00" East 178.00 feet; thence South 20°37'00" East 88.00 feet; thence South 06°59'30" West 162.50 feet; thence South 39°15'30" East 217.50 feet; thence South 07°44'30" East 65.70 feet; thence departing said Easterly line North 89°36'09" East 2006.14 feet to a point on the North-South centerline of said Section 29; thence along said North-South centerline North 00°36'00" West 1487.60 feet to the TRUE POINT OF BEGINNING.

Containing 61.165 acres more or less have by these presents caused the same to be surveyed and divided into lots and blocks to be known as Prairie Trails P.U.D. and do hereby dedicate and convey to and for public use hereafter the streets as are laid out and designated on this plat, and do also reserve perpetual easements for the installation and maintenance of utilities and for irrigation and drainage facilities as are laid out and designated on this plat.

Witness our hands and seals this 19 day of May, 1998, A.D., 1998.

OWNER: MICHAEL P. BERTHOUD
Michael P. Berthoud
MICHAEL P. BERTHOUD

COUNTY OF Larimer,
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 19 day of May, 1998, by REBECCA BISCHOFF.

Witness my hand and official seal.
My commission expires 7-19-99

Rebecca Bischoff
Notary Public
1563 Cascade Place
Boulder, CO 80537

I, Robert J. Nelson, a duly registered land surveyor in the State of Colorado do hereby certify that this plot of Prairie Trails P.U.D. truly and correctly represents the results of a survey made by me or under my direct supervision.

Landmark Engineering Ltd.

Robert J. Nelson
19 May 1998
Robert J. Nelson
Colo. L.S. 16413

Approved by the Larimer County Board of Commissioners this 26th day of May, 1998.

All dedications are hereby accepted on behalf of the public. This approval does not constitute acceptance of responsibility by the County for construction, repair or maintenance of any streets, highways, alleys, bridges, rights-of-way or other improvements designated on this plat.

SITUATE IN
RANGE

OWNER: BOEDECKER HEICH

Robert C. Stephenson
DAYTON E. JOHNSON
Robert C. Stephenson
ROBERT C. STEPHENSON
Thelma J. Stephenson
THELMA J. STEPHENSON
Dick L. Johnson
DICK L. JOHNSON
Laura E. Johnson
LAURA E. JOHNSON
Frank B. Geddes
FRANK B. GEDDES
Linda L. Geddes
LINDA L. GEDDES
Thelma J. Stephenson
THELMA J. STEPHENSON & SONS' E

COUNTY OF Larimer,
STATE OF COLORADO)

The foregoing instrum
1998, by DAYTON E. & H.

Witness my hand and
My commission expires

COUNTY OF Larimer,
STATE OF COLORADO)

The foregoing instrum
1998, by ROBERT C. & LHI

Witness my hand and
My commission expires

COUNTY OF Larimer,
STATE OF COLORADO)

The foregoing instrum
1998, by DICK L. & LAURA

Witness my hand and
My commission expires

COUNTY OF Larimer

IMAGED

PRAIRIE TRAILS P.U.D.

JATE IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP
RANGE 69 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO

OWNER: BOEDECKER HEIGHTS PARTNERSHIP

Notary Seal
TONY L. JOHNSON
DORCE JOHNSON
KURT C. STEPHENSON
HELMUTH STEPHENSON
LINA J. STEPHENSON
LINDA S. JOHNSON
SARA F. JOHNSON
DAVID B. JOHNSON
TERRY B. JOHNSON
J. B. CEDDES
KIM S. CEDDES
A. L. CEDDES
JOHNSTON & SONS CONSTRUCTION PARTNERSHIP
JOHNSTON & SONS CONSTRUCTION PARTNERSHIP

NOTARY PUBLIC
KIERSTI TAYLOR
STATE OF COLORADO
Address
My Commission Expires 12/23/98

The foregoing instrument was acknowledged before me this 19 day of May, 1998, by DAYTON E. & H. JOYCE JOHNSON.

Witness my hand and official seal.
My commission expires 12-23-98

NOTARY PUBLIC
KIERSTI TAYLOR
STATE OF COLORADO
Address
My Commission Expires 12/23/98

The foregoing instrument was acknowledged before me this 15 day of May, 1998, by ROBERT C. & THELMA J. STEPHENSON.

Witness my hand and official seal.
My commission expires 12-23-98

NOTARY PUBLIC
KIERSTI TAYLOR
STATE OF COLORADO
Address
My Commission Expires 12/23/98

The foregoing instrument was acknowledged before me this 19 day of May, 1998, by DICK L. & LAURIE JOHNSON.

Witness my hand and official seal.
My commission expires 12-23-98

OWNER: BOEDECKER PRAIRIE TRAILS, LLC, A Colorado Limited Liability Co
ROGER A. JENSEN
CO-MANAGER
KENNETH L. MORLEY
CO-MANAGER

COUNTY OF Larimer
STATE OF COLORADO

The foregoing instrument was acknowledged before me this 19 day of May, 1998, by ROGER A. JENSEN.

Witness my hand and official seal.
My commission expires 12-23-98

Notary Public
KIM S. CEDDES
Address
Lakeland, CO 80501

COUNTY OF Larimer
STATE OF COLORADO

The foregoing instrument was acknowledged before me this 20 day of May, 1998, by KENNETH L. MORLEY.

Witness my hand and official seal.
My commission expires 12-23-98

Notary Public
KIM S. CEDDES
Address
Lakeland, CO 80501

OWNER: JOHN C. & PAMELA L. KEEVER
JOHN C. KEEVER
PAMELA L. KEEVER

COUNTY OF Larimer
STATE OF COLORADO

The foregoing instrument was acknowledged before me this 20 day of May, 1998, by JOHN C. & PAMELA L. KEEVER.

Witness my hand and official seal.
My commission expires 12-23-98

Notary Public
KIM S. CEDDES
Address
Lakeland, CO 80501

LIENHOLDER: GRESTAR MORTGAGE CORP. SILVER CREEK MORTGAGE
By Candace Lee Hill, President

COUNTY OF Larimer
STATE OF Colorado

The foregoing instrument was acknowledged before me this 20 day of May, 1998, by Candace Lee Hill, President of Silver Creek Mortgage.

Witness my hand and official seal.

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	200.00	149.83	146.35	N43°43'44"E	42°55'21"
C2	175.00	120.03	117.69	N45°32'20"E	39°17'52"
C3	225.00	179.36	174.65	N42°21'13"E	45°40'24"
C4	200.00	140.21	137.36	S45°06'24"W	40°10'02"
C5	225.00	157.74	154.53	S45°06'24"W	40°10'02"
C6	175.00	122.68	120.19	S45°06'24"W	40°10'02"
C7	270.00	326.30	306.80	N60°08'38"E	69°14'31"
C8	270.00	226.57	214.48	N71°21'44"E	46°48'20"
C9	270.00	105.73	105.06	N36°44'29"E	22°26'12"
C10	245.00	298.22	280.15	N59°53'38"E	69°44'31"
C11	295.00	198.70	194.07	N75°28'08"E	38°35'32"
C12	295.00	75.81	75.60	N32°23'05"E	14°43'24"
C13	295.00	7.89	7.89	S86°00'04"E	01°31'57"
C14	295.00	83.88	83.00	N85°05'11"E	16°17'32"
C15	295.00	96.75	96.32	N67°32'42"E	18°47'27"
C16	295.00	10.18	10.18	N57°09'40"E	01°58'38"
C17	20.00	28.55	28.19	N82°18'02"W	01°47'12"
C18	20.00	28.55	28.19	S01°08'49"E	01°47'12"
C19	200.00	144.65	141.52	N21°19'13"W	41°26'26"
C20	225.00	162.74	159.21	N21°19'13"W	41°26'26"
C21	175.00	126.57	123.83	N21°19'13"W	41°26'26"
C22	175.00	88.86	87.91	N39°34'09"E	29°05'32"
C23	175.00	33.83	33.77	N59°39'10"E	11°04'30"
C24	50.00	218.63	81.65	N54°08'08"E	250°31'44"
C25	25.00	30.77	28.87	S35°51'52"E	70°31'44"
C26	50.00	52.36	50.00	N30°36'00"W	60°00'00"
C27	50.00	66.24	61.50	S81°27'02"W	75°54'00"
C28	50.00	100.01	84.10	S13°48'51"E	114°47'46"
C29	20.00	32.73	29.20	N38°21'22"W	93°45'29"
C30	20.00	30.10	27.34	S51°38'38"W	88°14'31"
C31	400.00	272.27	267.05	S10°58'37"E	39°00'00"
C32	400.00	62.83	62.77	S04°01'23"W	09°00'00"
C33	400.00	209.44	207.06	S15°28'37"E	30°00'00"
C34	375.00	255.25	250.38	S10°58'37"E	39°00'00"
C35	375.00	40.13	40.11	N05°27'27"E	06°07'51"
C36	375.00	122.47	121.93	S06°57'50"E	18°42'45"
C37	375.00	92.66	92.42	S23°23'55"E	14°09'24"
C38	425.00	179.48	178.13	S18°22'44"E	24°11'46"
C39	425.00	111.25	110.93	S13°46'48"E	14°59'54"
C40	425.00	68.23	68.15	S25°52'41"E	09°11'52"
C41	425.00	23.71	23.70	S06°55'30"W	03°11'46"
C42	20.00	29.39	28.82	N47°25'30"E	84°11'46"
C43	20.00	29.39	26.82	N43°22'44"W	84°11'46"
C44	25.00	21.03	20.41	S86°22'58"E	48°11'23"
C45	50.00	241.19	68.67	S00°28'17"E	278°22'46"
C46	25.00	21.03	20.41	S65°25'41"W	48°11'23"
C47	50.00	41.98	40.76	N66°20'33"W	48°06'38"
C48	50.00	49.70	47.68	S61°07'34"W	36°57'07"
C49	50.00	41.15	40.00	S09°04'19"W	47°09'23"
C50	50.00	66.23	61.49	S52°27'07"E	75°53'30"
C51	50.00	42.12	40.89	N85°28'04"E	48°16'08"
C52	20.00	31.42	28.28	N14°31'23"E	90°00'00"
C53	20.00	31.42	28.28	N75°20'37"W	90°00'00"
C54	200.00	118.88	116.95	N76°31'23"E	34°00'00"
C55	225.00	133.52	131.57	N76°31'23"E	34°00'00"
C56	175.00	26.85	26.82	N63°55'07"E	08°47'28"
C57	25.00	36.49	33.33	S69°52'32"E	03°37'14"
C58	50.00	208.05	87.29	S32°43'44"W	238°24'43"
C59	50.00	82.96	73.78	N75°35'48"W	95°03'47"
C60	50.00	56.47	53.52	S24°30'53"W	64°42'51"
C61	50.00	60.62	63.36	S47°09'35"E	78°38'04"
C62	200.00	41.07	41.00	S79°21'06"E	11°45'59"
C63	225.00	46.21	46.13	S79°21'06"E	11°45'59"
C64	200.00	62.28	62.03	N82°23'22"W	17°50'31"
C65	175.00	54.50	54.28	N82°23'22"W	17°50'31"
C66	200.00	280.87	258.35	S48°27'26"W	80°27'52"
C67	200.00	68.30	67.97	S18°00'29"W	19°33'58"
C68	200.00	212.58	202.71	S58°14'25"W	60°53'54"
C69	175.00	245.70	228.08	S48°27'26"W	80°27'52"
C70	175.00	200.90	190.05	S41°06'44"W	65°46'28"
C71	175.00	44.87	44.74	S81°20'40"W	14°41'24"
C72	225.00	35.27	35.24	S12°42'58"W	08°58'56"
C73	20.00	27.72	25.56	N22°30'03"W	79°24'58"
C74	20.00	27.72	25.56	N78°04'59"E	79°24'58"
C75	275.00	197.59	191.30	S53°31'56"W	50°18'53"
C76	150.00	31.42	28.28	S36°46'30"E	90°00'00"
C77	26.00	31.42	28.28	S53°13'30"W	90°00'00"
C78	50.00	218.63	81.65	N27°02'22"W	250°31'44"
C79	25.00	30.77	28.87	N62°57'38"E	70°31'44"
C80	50.00	52.16	49.82	S57°34'45"W	59°45'58"
C81	50.00	61.75	57.90	N57°09'24"W	70°45'47"
C82	50.00	41.41	40.24	N01°57'14"E	47°27'27"
C83	80.00	63.31	69.18	N61°57'14"E	72°32'33"
C84	400.00	146.81	145.79	S02°18'30"E	21°00'00"
C85	375.00	137.44	136.68	S02°18'30"E	21°00'00"
C86	425.00	155.77	154.90	S02°18'30"E	21°00'00"
C87	375.00	30.03	30.02	S05°55'52"W	04°35'15"
C88	375.00	107.42	107.05	S04°34'08"E	16°24'45"
C89	425.00	109.75	109.45	S00°49'37"W	14°47'45"
C90	425.00	48.02	48.00	S09°40'23"E	08°12'15"
C91	150.00	115.87	113.01	S40°04'44"E	44°15'56"
C92	125.00	89.02	87.15	S41°48'28"E	40°48'08"
C93	175.00	142.61	138.70	S38°51'48"E	46°41'24"

TH,

TAYLOR
PUBLIC
COLORADO
Encls 12/23/98

3/98

REVISIONS	Description	By	Date

LABRETT ENGINEERING LTD.
ENGINEERS/ARCHITECTS/PLANNERS/SURVEYORS

3521 West Eisenhower Blvd., Loveland, Colorado 80537
(970) 667-6286 Denver (303) 625-7124 Fax (970) 667-6288

DATE: JAN., 1998
SCALE: 1"=100'
DRAWN: P.A.H.
CHECKED: P.A.H.
APPROVED: R.J.N.

This drawing is the property of LABRETT ENGINEERING LTD. and is not to be used for any other project without the written consent of L.E.L.

OWNER: MICHAEL P. BERTHOUD
Michael P. Berthoud
MICHAEL P. BERTHOUD

COUNTY OF Larimer
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 19 day of May
1998, by REBECCA BISCHOFF

Witness my hand and official seal.
My commission expires 7-19-99

Robert J. Nelson
Notary Public
1333 Pinecocke Place
Loveland, CO 80537

I, Robert J. Nelson, a duly registered land surveyor in the State of Colorado do hereby certify that this plot of Prairie Trails P.U.D. truly and correctly represents the results of a survey made by me or under my direct supervision.

Landmark Engineering Ltd.

Robert J. Nelson
19 May 1998
Robert J. Nelson
Colo. L.S. 16415

Approved by the Larimer County Board of Commissioners this 26 day of May, A.D., 1998.

All dedications are hereby accepted on behalf of the public. This approval does not constitute acceptance of responsibility by the County for construction, repair or maintenance of any streets, highways, alleys, bridges, rights-of-way or other improvements designated on this plat.

Christy Olson
Chairman

ATTEST:
Shirley E. Graves
Clerk of the Board

LIENHOLDER: FIRST STATE BANK OF COLORADO
Garth G. Thomas

COUNTY OF Larimer
STATE OF Colorado

The foregoing instrument was acknowledge before me this 5 day of June
1998, by Garth G. Thomas

Witness my hand and official seal.
My commission expires Aug. 6, 1998

Dickie Oliver
Notary Public
205 E Eisenhower
Loveland, Co. 80537

Approval of Survey Plat

This final plat has been reviewed and is hereby approved as to form as complying with all current survey requirements of Larimer County and of State law pertaining to platting and monumentation. This approval constitutes neither a warranty by Larimer County concerning such compliance, nor the release or indemnity of the subdivider and his surveyor concerning any noncompliance of this plat with current survey requirements.

Dated:

5/21/98
Dale V. Greer

Colo. L.S. 16404

Dale V. Greer
Larimer County Engineering Department

According to Colorado law you must commence any legal action based upon any defect in the survey within 3 years after you first discover such defect. In no event may any action based upon any defect in the survey be commenced more than 10 years from the date of the certification shown hereon.

Basis of Bearings:
Assumed the North line of the Northwest Quarter of Section 29 as bearing North 88°41'22" East and with all bearings contained herein relative thereto as evidenced by monuments in the field and as shown hereon.

COUNTY OF Larimer
STATE OF COLORADO

The foregoing
1998, by ROBERT C
Witness my
My commission

COUNTY OF Larimer
STATE OF COLORADO

The foregoing
1998, by DICK T.
Witness my
My commiss

COUNTY OF Larimer
STATE OF COLORADO

The foregoing
1998, by FRANK E.
Witness my
My commiss

COUNTY OF Larimer
STATE OF COLORADO

The foregoing
1998, by James
and
Witness my
My commiss

Recorded and app
by Chicago Title In

- 7. All mineral int
- 8. Agreement req
- 9. Oil, gas, gas
- 10. Easement in l
- 11. Easement in l
- 12. Easement in l
- 13. Agreement req
- 14. Un-able to loc
- 15. Ingress, egress
- 16. Right-of-way
- 17. Easement int
- 18. Boundary Line
- 1, 7 & 4 of

My commission expires 12-23-98
Kiersti Taylor
Notary Public
Address _____
My Commission Expires 12/23/98

OWNER: JOHN C. & PAMELA L. KEEVER
John C. Keever
JOHN C. KEEVER
Pamela L. Keever
PAMELA L. KEEVER

COUNTY OF Larimer,
STATE OF COLORADO)

COUNTY OF Larimer,
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 19 day of May 1998, by ROBERT C. & MELBA J. STEPHENSON.

The foregoing instrument was acknowledged before me this 20 1998, by JOHN C. & PAMELA L. KEEVER.

Witness my hand and official seal.
My commission expires 12-23-98
Kiersti Taylor
Notary Public
Address _____
My Commission Expires 12/23/98

Witness my hand and official seal.
My commission expires 12-23-98
Kiersti Taylor
Notary Public
Address _____

COUNTY OF Larimer,
STATE OF COLORADO)

LIENHOLDER: CRESTAR MORTGAGE CORP. SILVER CREEK MORTGAGE
By Condace Lee Hill, President

The foregoing instrument was acknowledged before me this 19th day of May 1998, by DICK L. & LAURA F. JOHNSTON.

COUNTY OF Larimer,
STATE OF Colorado,

Witness my hand and official seal.
My commission expires 12-23-98
Kiersti Taylor
Notary Public
Address _____
My Commission Expires 12/23/98

The foregoing instrument was acknowledged before me this 20 1998, by Condace Lee Hill, President of Silo

COUNTY OF Larimer,
STATE OF COLORADO)

Witness my hand and official seal.
My commission expires 12-23-98
Kiersti Taylor
Notary Public
Address 1403 W. 29th
Loveland, Co. 80502

The foregoing instrument was acknowledged before me this 19th day of May 1998, by FRANK H. & LINDA L. GEDDES.

Witness my hand and official seal.
My commission expires 12-23-98
Kiersti Taylor
Notary Public
Address _____
My Commission Expires 12/23/98

OWNER: REBECCA BISCHOFF
Rebecca Bischoff
REBECCA BISCHOFF

COUNTY OF Larimer,
STATE OF COLORADO)

COUNTY OF Larimer,
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 19th day of May 1998, by Stanley Johnston for BYRON JOHNSTON & SONS CONSTRUCTION, PARTNERSHIP and Byron Johnston and Tina Johnston

The foregoing instrument was acknowledged before me this 19 1998, by REBECCA BISCHOFF.

Witness my hand and official seal.
My commission expires 12-23-98
Kiersti Taylor
Notary Public
Address _____
My Commission Expires 12/23/98

Witness my hand and official seal.
My commission expires 12-23-98
Kiersti Taylor
Notary Public
Address 1403 W. 29th
Loveland, Co.

Recorded and apparent rights-of-way and easements are shown per the Title Commitment prepared by Chicago Title Insurance Company, Commitment No. 1055335, date July 23, 1996.

LIENHOLDER: COLORADO NATIONAL BANK
By Arlene L. Baker V.P.
ARLENE L. BAKER

SCHEDULE B
EXCEPTIONS
All mineral land as reserved in United States Patent, Book 29, Page 194.
Agreement regarding water drain, book 290, Page 33B.
Oil, gas, gas rights and other mineral rights, Book 503, Page 459.
Easement in Book 721, Page 101, lies within Tract K (additional Right-of-way), and the 5' utility easement along the north line of Tracts A & L, and Lot 1, Block 1.
Easement in Book 1013, Page 600, lies within Tract X (additional Right-of-way) and the 5' utility easement along the north line of Tracts A & L, and Lot 1, Block 1.
Easement in Book 1341, Page 334, as shown on this plot.
Agreement recorded in Book 1343, Page 390.
Unable to locate easement by description in Book 1857, Pages 817 & 823.
Ingress, egress and public utility easement in Book 1981, Page 734, as shown on this plot.
Right-of-way for County Road 18, as shown on this plot.
Easement under Rec. No. 85051723, as shown on this plot.
Boundary Line Adjustment under Rec. No. 90024518. This Subdivision plot is a subdivision of Lots 1, 2 & 4 of said Boundary Line Adjustment.

COUNTY OF Denver,
STATE OF Colorado,

The foregoing instrument was acknowledged before me this 6 1998, by Arlene L. Baker

Witness my hand and official seal.
My commission expires 12-23-98
Arlene L. Baker
Notary Public
Address Denver, Colorado 80202

2700

NR
C
DD
12/23/98

OR
LIC
NADO
12/23/98

ERSTI TAYLOR
NOTARY PUBLIC
STATE OF COLORADO
Commission Expires 12/23/98

C51	50.00	47.12	40.89	N67°04'04"E	48'11"00"
C52	20.00	31.42	20.28	N14°11'23"E	90°00'00"
C53	20.00	31.42	20.28	N75°28'37"W	90°00'00"
C54	200.00	118.68	116.95	N76°31'23"E	34°00'00"
C55	225.00	133.52	131.57	N76°31'23"E	34°00'00"
C56	175.00	26.65	25.82	N63°05'07"E	08°47'11"
C57	75.00	36.49	33.31	S69°52'33"E	83°37'14"
C58	50.00	208.05	87.29	S52°43'44"W	238°24'43"
C59	50.00	82.96	73.76	N75°35'44"W	95°03'47"
C60	50.00	56.47	53.52	S24°30'53"W	64°42'51"
C61	50.00	68.63	61.36	S47°09'35"E	78°38'04"
C62	200.00	41.07	41.00	S79°21'00"E	11°45'59"
C63	225.00	46.21	46.13	S79°21'06"E	11°45'59"
C64	200.00	52.28	62.03	N82°23'22"W	17°50'31"
C65	175.00	54.50	54.28	N82°23'22"W	17°50'31"
C66	200.00	280.87	258.35	S48°27'26"W	80°27'52"
C67	300.00	68.30	67.97	S18°00'29"W	13°33'58"
C68	200.00	212.58	202.71	S58°14'25"W	60°53'54"
C69	175.00	245.76	226.06	S48°27'26"W	80°27'52"
C70	175.00	200.90	190.05	S41°06'44"W	65°46'20"
C71	175.00	44.87	44.74	S61°20'40"W	14°41'24"
C72	225.00	35.27	35.24	S12°42'58"W	08°58'56"
C73	20.00	27.72	25.56	N22°30'03"W	73°24'58"
C74	20.00	27.72	25.56	N22°30'03"E	73°24'58"
C75	27.00	197.53	191.30	S63°31'56"W	51°18'53"
C76	1.00	31.42	28.28	S38°46'30"E	90°00'00"
C77	20.00	31.42	28.28	S43°13'30"W	90°00'00"
C78	50.00	218.63	81.65	N27°02'22"W	25°31'44"
C79	25.00	30.77	28.87	N62°57'38"E	2°31'44"
C80	50.00	52.16	49.82	S57°34'45"W	59°45'56"
C81	50.00	61.25	57.90	N57°09'24"W	78°45'47"
C82	50.00	41.41	40.24	N01°57'14"E	47°27'27"
C83	50.00	63.31	59.16	N61°57'14"E	22°32'53"
C84	400.00	146.61	145.79	S02°16'30"E	21°00'00"
C85	375.00	137.44	136.68	S02°16'30"E	21°00'00"
C86	475.00	155.77	154.90	S02°16'30"E	21°00'00"
C87	375.00	30.03	30.02	S05°55'52"W	04°35'15"
C88	375.00	107.42	107.05	S04°34'08"E	18°24'45"
C89	425.00	109.75	109.45	S04°49'37"W	14°47'45"
C90	425.00	46.02	46.00	S09°40'23"E	08°12'15"
C91	150.00	115.87	113.01	S40°04'44"E	44°15'36"
C92	125.00	89.02	87.15	S41°48'28"E	40°48'08"
C93	175.00	142.61	138.70	S38°31'48"E	46°41'29"
C94	175.00	71.05	70.56	N27°08'55"W	23°15'47"
C95	175.00	71.56	71.06	N50°20'39"W	23°25'46"
C96	150.00	207.05	191.00	S21°35'43"W	78°05'18"
C97	175.00	234.14	217.06	S22°48'38"W	78°39'25"
C98	125.00	180.09	164.81	S19°51'58"W	82°32'46"
C99	200.00	213.91	203.86	N30°29'55"E	61°16'55"
C100	175.00	186.65	177.94	N30°34'55"E	61°06'54"
C101	225.00	241.16	229.78	N30°28'01"E	61°24'42"
C102	245.00	138.12	134.30	N78°36'54"E	32°18'00"
C103	245.00	160.10	157.27	N43°44'38"E	37°28'31"
C104	225.00	59.74	59.57	N32°37'47"E	15°12'47"
C105	225.00	97.99	97.22	N52°42'47"E	24°57'14"
C106	45.00	80.42	70.14	S81°50'29"W	102°23'31"
C107	70.00	116.70	103.63	N78°24'22"E	95°31'17"
C108	225.00	52.28	52.12	N34°44'51"W	14°39'08"
C109	225.00	21.80	21.78	N24°40'17"W	05°33'01"
C110	225.00	83.66	83.16	S11°16'08"E	21°18'16"

LIENHOLDER: CHICAGO MORTGAGE CORP. Financial Network Alliance L.P.

S. Ehrlich

COUNTY OF DUPAGE
STATE OF ILLINOIS

The foregoing instrument was acknowledged before me this 14th day of May 1998, by S. Ehrlich.

Witness my hand and official seal,
My commission expires 1/11/99

William Zwirner
Notary Public
Address _____
OFFICIAL SEAL
WILLIAM ZWIRNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/11/99

OWNER: PAUL EHRLICH
Paul Ehrlich
PAUL EHRLICH

COUNTY OF San Juan
STATE OF Colorado

The foregoing instrument was acknowledged before me this 8th day of April 1998, by Paul Ehrlich.

Witness my hand and official seal,
My commission expires January 30, 2003

Wanda K. McDaniel
Notary Public
Address _____
WANDA K. MCDANIEL
NOTARY PUBLIC
STATE OF COLORADO

Landmark
ENGINEERS/ARCHITECTS/PLA
3521 West Eisenhower Blvd., Loveland
(970) 557-6286 Denver (303) 629-7

DATE: JAN., 1998
SCALE: 1" = 100'
DRAWN: P.A.H.
CHECKED: P.A.H.
APPROVED: R.J.N.

CLIENT: BOEDECKER PRAIRIE TRAILS, LLC
TITLE: FINAL PLAT
PRAIRIE TRAILS P.U.D.

JOB NO.: JENR 487006

SHEET 1 OF 2

PRAIRIE TRAILS P.U.D.

This drawing is the property of Landmark Engineering Ltd. (L.E.L.) and is not reproduced, modified or used for any other project or extension of this project except by express written consent of L.E.L. Landmark shall not be liable or held responsible for any claims, liability or costs arising out of any reuse or modification of this drawing by others.

SITUATE IN THE N
RANGE 69 W



N.W. CORNER SECTION 29
FND. 3" BRASS CAP STAMPED:
LARIMER COUNTY ENGINEERING DEPT.
IN RANGE BOX

23,299 sq. ft.
0.535 acres

HEROLD M.R.D. S-69-42

REC. No. 9405737B

WINDY GAP ROAD

S88°41'22"W
128.37'

TRACT E
8,633 S.F.

S04°08'00"E
125.00'

S08°13'30"W
132.10'

S25°16'00"W
29.40'

S85°44'30"W 195.00'

S00°30'30"W 201.40'

S52°16'00"E 178.00'

S20°37'00"E
88.00'

S06°59'30"W

LOT 1
24,312 S.F.

LOT 2
26,250 S.F.

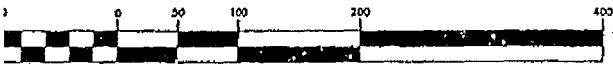
LOT 3
23,177 S.F.

LOT 4
22,186 S.F.

BLOCK 5

- - SET 16" #4 REBAR WITH 1" PLASTIC CAP STAMPED; LS 16415, UNLESS NOTED.
- ⊙ - REFERENCE CORNER, SET 16" #4 REBAR WITH 1" PLASTIC CAP STAMPED; LS 16415.

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

All tracts, except Tracts D, E and K, are designated as open space.

There is a 15.00 foot wide drainage, postal and utility easement adjacent to and parallel with all street rights-of-way within this subdivision, unless otherwise noted.

There is a 5.00 foot wide drainage and utility easement adjacent to and parallel with all rear and side lot lines within this subdivision, unless otherwise noted.

Radon testing shall be conducted prior to Certificate of Occupancy, and School Park fees to be paid at the time of building permit.

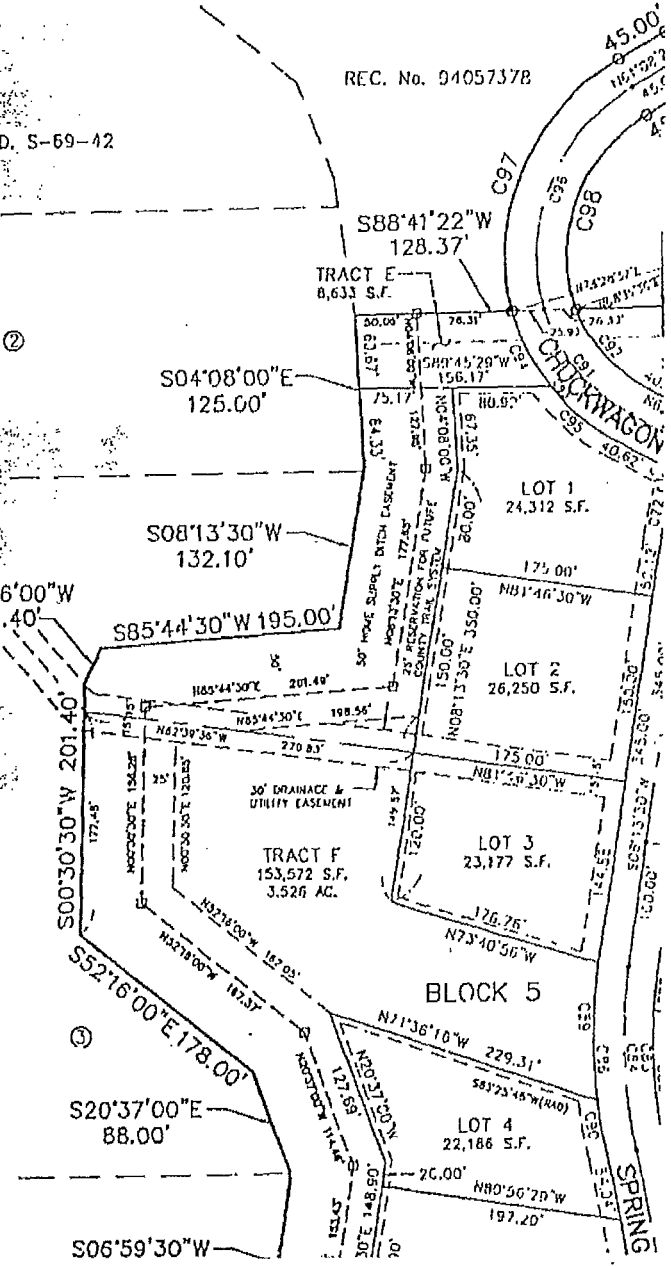
All building permits shall require engineered footings and foundations.

Property owners shall not disturb any wetland areas on this site without first obtaining a permit from the Army Corps of Engineers.

All tracts, except Tracts D, E and K, are to be maintained by the Homeowners Association.

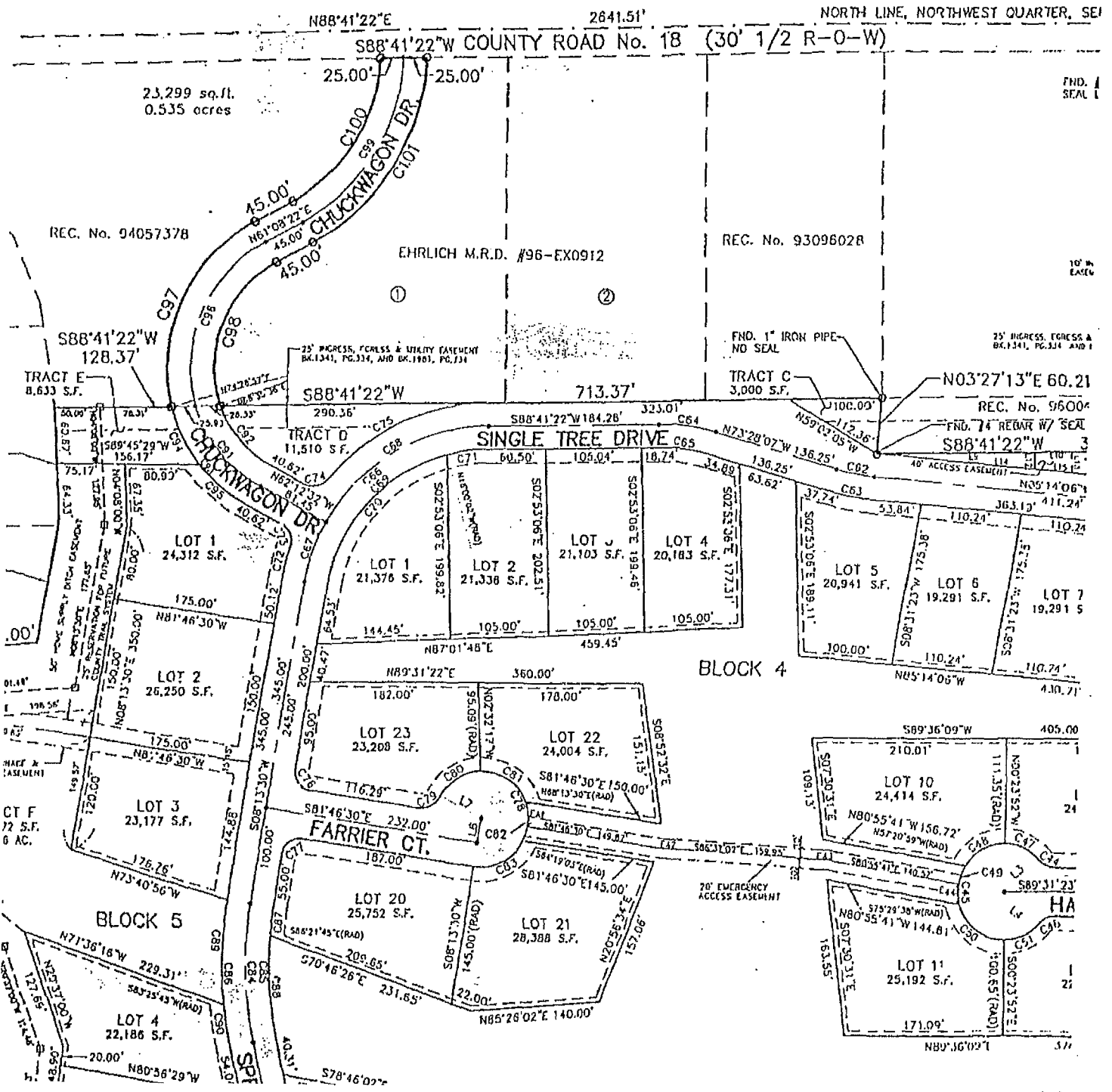
Prior to building permits being issued for Lots 15, 17 and 18, Block 4 and Lots 2 and 4, Block 1, a site plan and erosion control plan must be submitted and approved by the Larimer County Engineering Department to protect and maintain the integrity of the existing wetlands located on these lots.

The following restrictions apply to the Southside Irrigation and Reservoir Company right-of-way and the Consolidated Home Supply Ditch and Reservoir:



PRAIRIE TRAILS P.U.D.

SITUATE IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP
 RANGE 69 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO

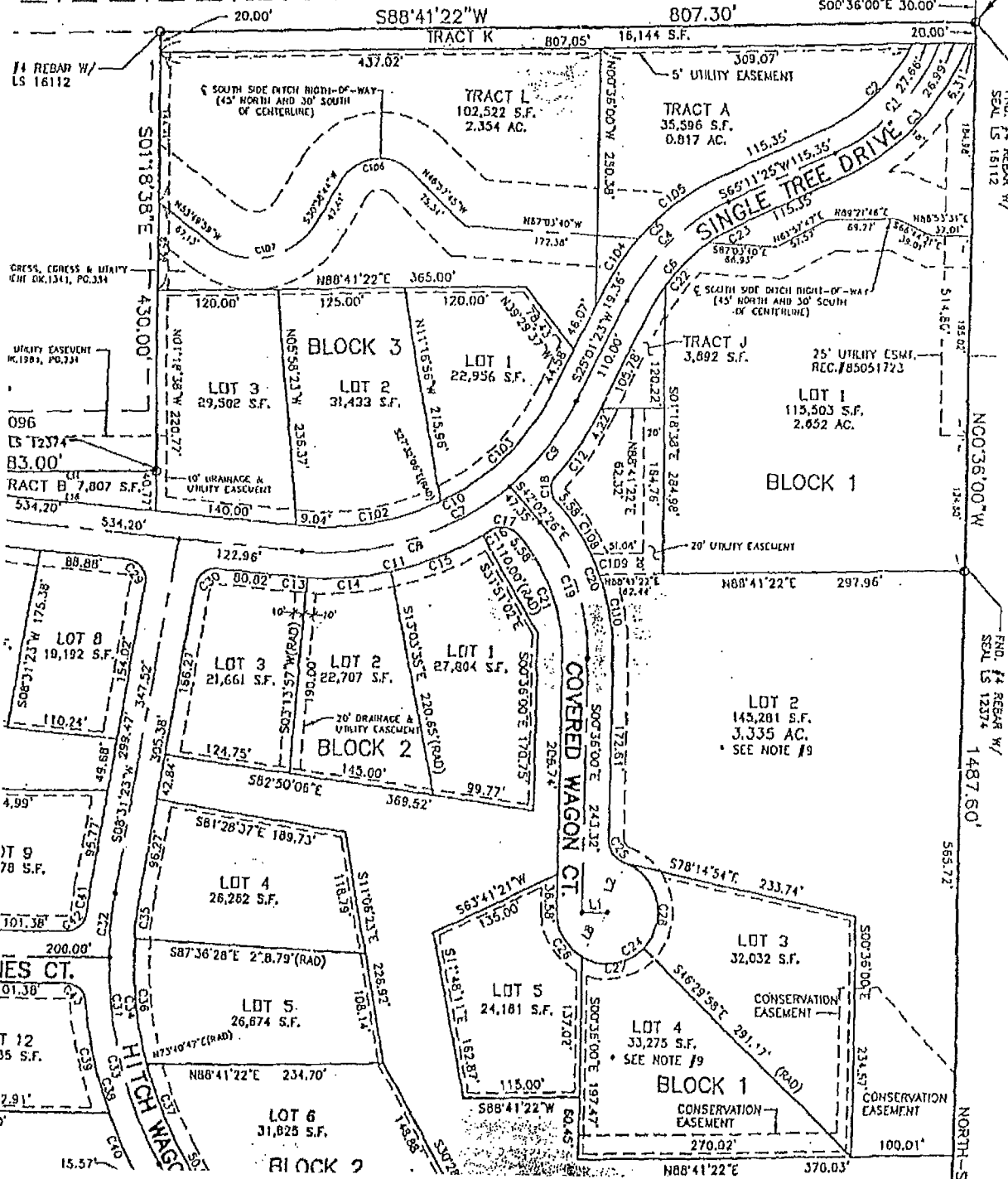


IP 5 NORTH,
ORADO.

SECTION 29 (BASIS OF BEARINGS)

N. 1/4 CORNER SECTION 29
FND. 3" ALUM. CAP STAMPED:
LARAMIE COUNTY ENGINEERING DEPT.
IN RANGE BOX

T.P.O.B.



REVISIONS	By	Date

DESCRIPTION

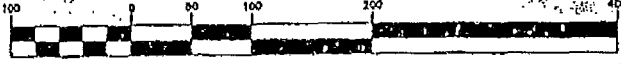
Laramie Engineering

DATE: -
SCALE:
DRAWN:
CHECKED:
APPROV

NORTH

- - SET 16" #4 REDBAR WITH 1" PLASTIC CAP STAMPED: LS 16415, UNLESS NOTED.
- - REFERENCE CORNER, SET 16" #4 REDBAR WITH 1" PLASTIC CAP STAMPED: LS 16415.

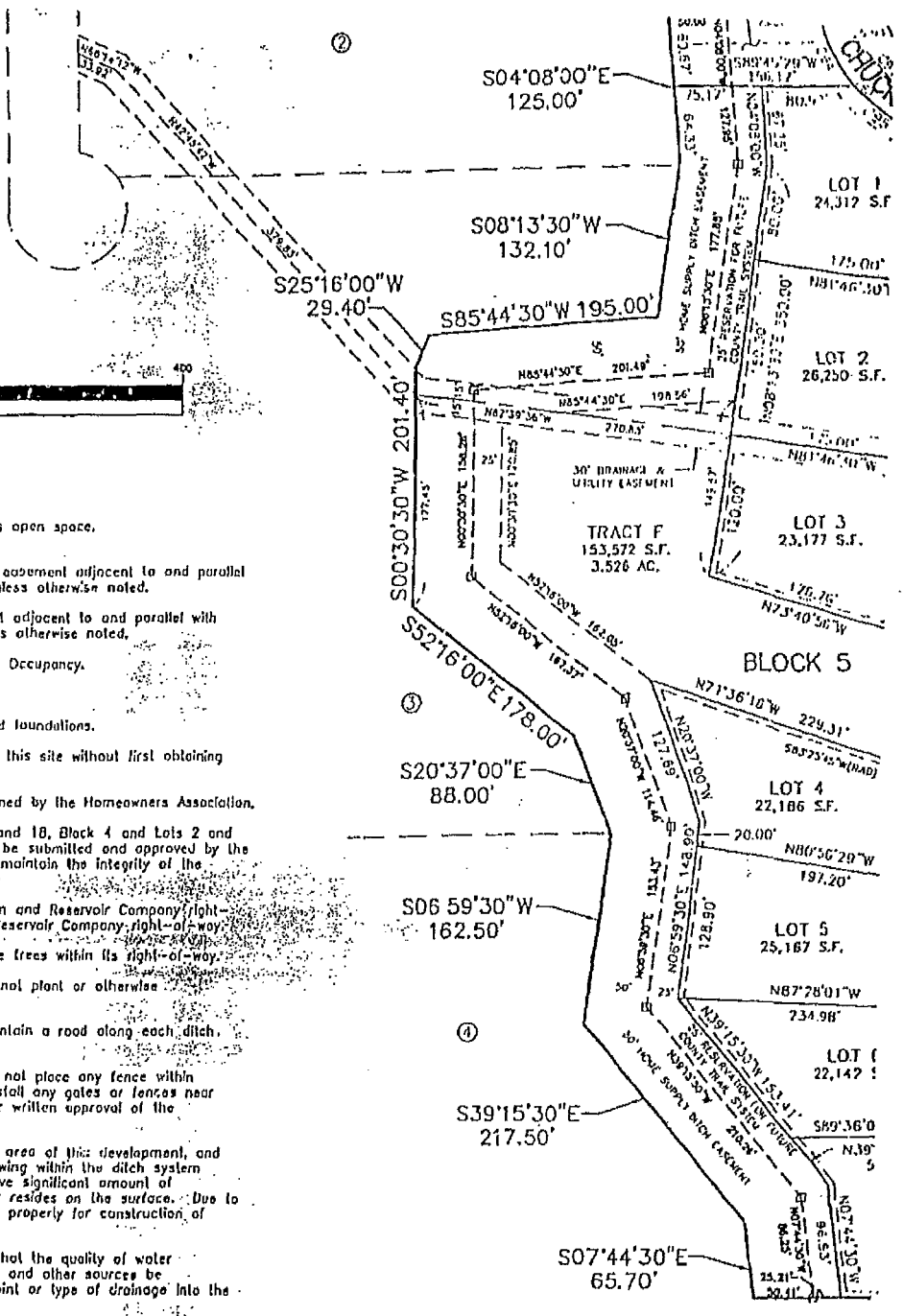
GRAPHIC SCALE



(IN FEET)
1 Inch = 100 Ft.

Notes:

1. All tracts, except Tracts D, E and K, are designated as open space.
2. There is a 15.00 foot wide drainage, post and utility easement adjacent to and parallel with all street rights-of-way within this subdivision, unless otherwise noted.
3. There is a 5.00 foot wide drainage and utility easement adjacent to and parallel with all rear and side lot lines within this subdivision, unless otherwise noted.
4. Radon testing shall be conducted prior to Certificate of Occupancy.
5. Park fees to be paid at the time of building permit.
6. All building permits shall require engineered footings and foundations.
7. Property owners shall not disturb any wetland areas on this site without first obtaining a permit from the Army Corps of Engineers.
8. All tracts, except Tracts D, E and K, are to be maintained by the Homeowners Association.
9. Prior to building permits being issued for Lots 15, 17 and 18, Block 4 and Lots 2 and 4, Block 1, a site plan and erosion control plan must be submitted and approved by the Lorimer County Engineering Department to protect and maintain the integrity of the existing wetlands located on these lots.
10. The following restrictions apply to the Southside Irrigation and Reservoir Company right-of-way and the Consolidated Home Supply Ditch and Reservoir Company right-of-way:
 - A. The company has the authority to cut and remove trees within its right-of-way.
 - B. The Homeowners Association and lot owners may not plant or otherwise landscape the Ditch Company right-of-way.
 - C. The company has the authority to install and maintain a road along each ditch bank for its purposes.
 - D. The Homeowners Association and lot owners must not place any fence within or across the Ditch Company right-of-way or install any gates or fences near the Ditch Company right-of-way without the prior written approval of the company.
 - E. There may be subsurface waters that arise in the area of this development, and there are periods of time when, due to water flowing within the ditch system and otherwise, that portions of the property receive significant amount of subsurface water that is very near the surface or resides on the surface. Due to this problem, the utility of certain portions of the property for construction of structures could potentially be unavailing.
 - F. Existing drainage patterns shall be maintained so that the quality of water entering the ditch from irrigation and precipitation and other sources be maintained, and so that there is no change in point or type of drainage into the ditch.
 - G. The Homeowners Association and lot owners shall monitor and identify any pollutants or other hazardous materials and stop the deposit of such materials into the ditch system.
 - H. The Homeowners Association and lot owners shall acknowledge that, 1) no livestock watering, swimming, tubing, canoeing or other use of the ditch, or water in the ditch is allowed; 2) no dumping of refuse including but not limited to household garbage, waste material, grass clippings, tree and shrub prunings, motor oil, chemicals, pesticides or herbicides are allowed; 3) no pumps for lawn or other irrigation are allowed in the ditch; 4) no use of ditch easement for hiking, biking, horseback, motorcycle, off road vehicles or other motorized or non motorized vehicles shall be allowed.
 - I. No crossings of the ditch by bridges or other facilities are permitted without the prior written consent of the Ditch Company and compliance with the rules, regulations and requirements of the Ditch Company.
11. Areas labeled conservation easements are to be preserved as a wetland. No disturbance of surface is permitted except as shown on construction plans.
12. Tracts D and E are not building sites.
13. Tract K is to be dedicated as additional right-of-way.

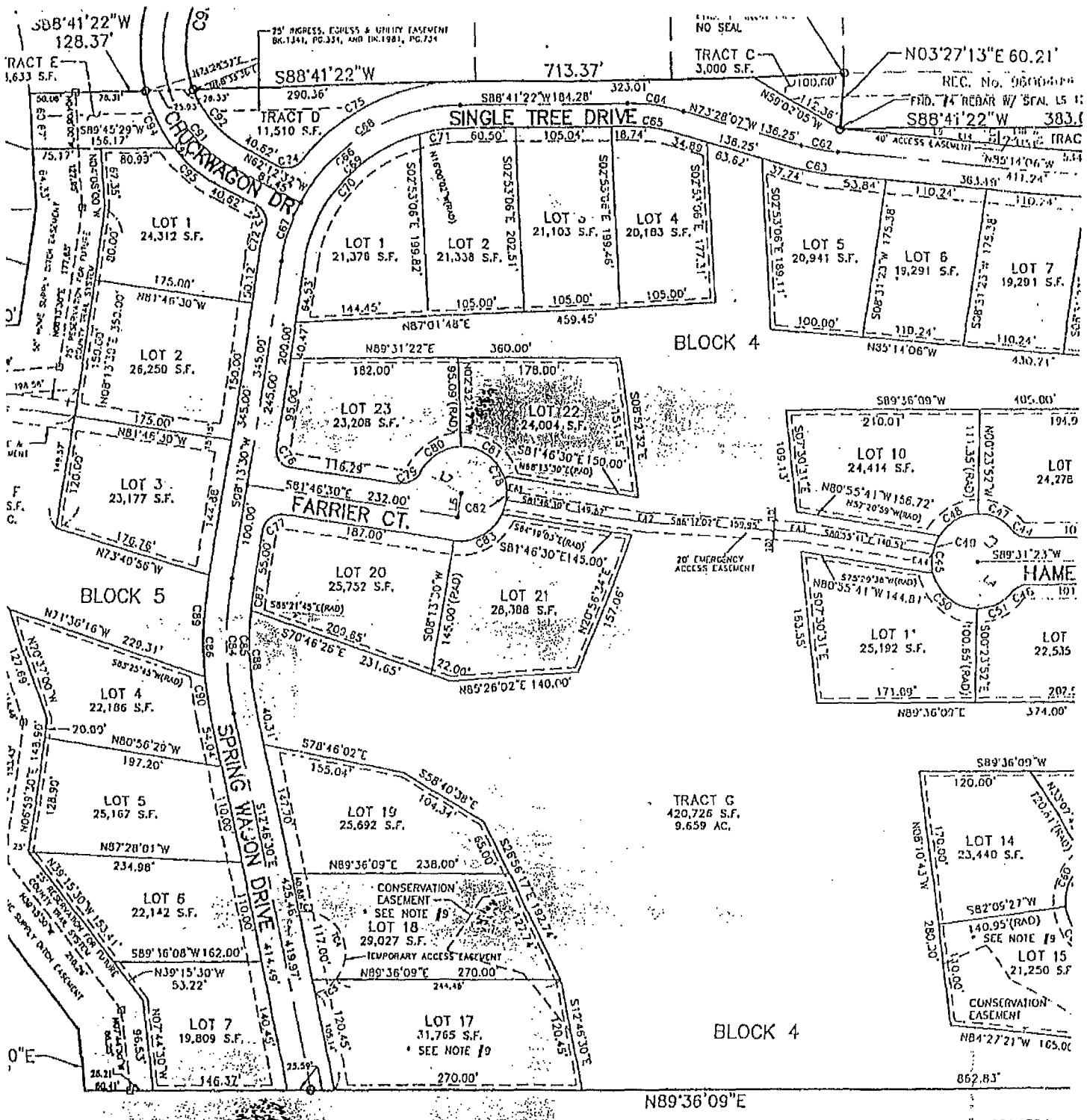


3 CONSERVATION EASEMENT - AREA TO BE PRESERVE A WETLAND. NO DISTURBANCE OF SURFACE PERMIT EXCEPT AS SHOWN ON CONSTRUCTION PLANS.

SETBACKS - PER COUNTY PUD ZONING

- FRONT - 50' FROM CENTERLINE OF ROAD
- SIDE - 5'
- REAR - 10'

14. Michael P. Berthoud and Paul Ehrlich will not be responsible for construction or maintenance of this subdivision.
15. All Tracts are to be available for the use as drainage and ut



AREA TO BE PRESERVED AS
 E OF SURFACE PERMITTED,
 STRUCTURE PLANS.

INTY PUD ZONING
 RLINE OF ROAD

which will not be responsible or liable for any
 his subdivision.
 the use as drainage and utility easements.

LINE	DIRECTION	DISTANCE
L1	N89°24'00"E	25.00'
L2	N18°52'16"E	50.00'
L3	N47°42'46"E	50.00'
L4	S48°43'00"E	50.00'
L5	N61°56'06"E	50.00'
L6	N06°13'30"E	25.00'
L7	N82°10'14"W	50.00'
L8	N29°24'00"E	50.00'
L9	S88°41'22"W	171.50'
L10	S88°41'22"W	40.00'
L11	N88°41'22"E	171.50'
L12	S01°10'38"E	18.25'
L13	S01°10'38"E	22.51'
L14	N85°14'08"W	172.47'
L15	N85°14'08"W	40.23'
L16	S85°14'08"E	172.47'

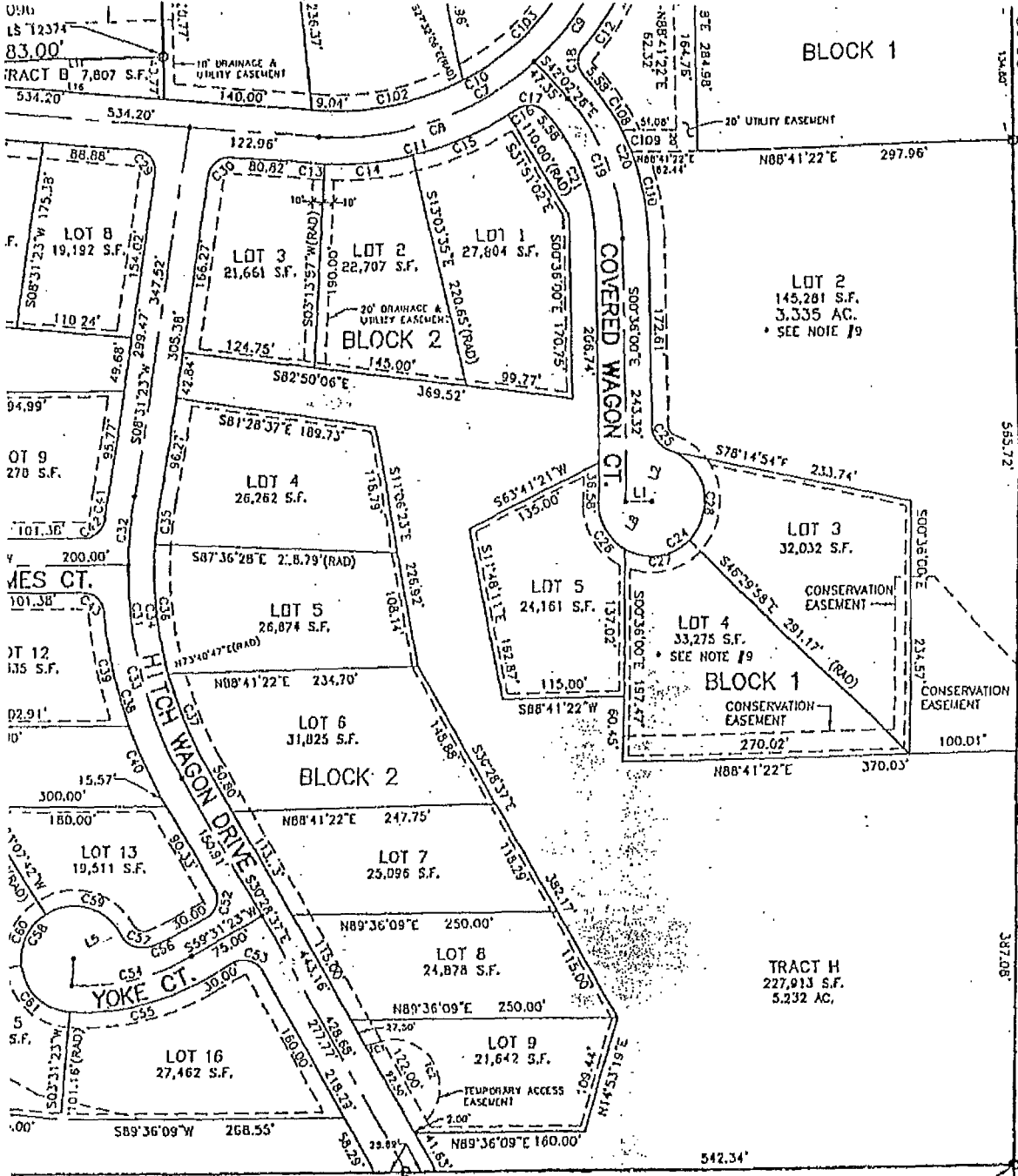
REC. No. 92047761

CURVE

CURVE	RA
EA1	
EA2	
EA3	
EA4	

CURV

CURVE	RT
IC1	2'
IC2	4'
IC3	7'
IC4	4'
IC5	4'



FND. 1" IRON PIPE W/ SEAL LS 4112 BEARS S12°07'48"E 0.28' FROM TRUE CORNER

TABLE - EMERGENCY ACCESS EASEMENT

RADIUS	LENGTH	CHORD	BEARING	DELTA
50.00'	25.18'	25.88'	S06°46'39"E	29°59'42"
110.00'	9.30'	9.29'	N84°11'46"W	04°50'32"
110.00'	10.92'	10.92'	N83°48'21"W	05°41'21"
50.00'	20.58'	20.44'	S02°42'53"E	23°34'59"

TABLE - TEMPORARY ACCESS EASEMENT

RADIUS	LENGTH	CHORD	BEARING	DELTA
25.00'	9.26'	9.21'	S78°54'35"W	21°13'36"
45.00'	136.30'	89.86'	S24°55'48"E	173°32'55"
25.00'	7.40'	7.38'	N81°15'36"W	18°58'12"
45.00'	100.63'	80.93'	S25°40'55"E	128°07'35"
45.00'	27.22'	25.81'	N55°42'42"E	34°39'39"

C.1/4 CORNER SECTION 29. FND. #6 REBAR W/ 2-1/2" ALUM. CAP STAMPED: LS 12374



DATE: _____
SCALE: _____
DRAWN: _____
CHECKED: _____
APPROVE: _____

BOEDECKER PRAIRIE TRAILS, LLC

CLIENT: _____
JOB NO.: _____
JENR

SHEET
2

PRAIRIE

AGREEMENT TO GRANT EASEMENT

This Agreement to Grant Easement ("Agreement"), dated and delivered as of this 27 day of September, 1999, is made by and between Howard D. Cary and Elizabeth K. Cary ("Owners"), and Boedecker Prairie Trails, LLC, a Colorado limited liability company ("Boedecker"):

Owners own (individually or jointly as the case may be) the real property at 4420 S.W. 14th Street, Loveland, Colorado, on which is located a residence constructed prior to December 1972. Owners desire to grant to Boedecker an easement to be used for the construction, maintenance, and operation of a sewer line. For the consideration set forth herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties make the following covenants and agreements:

1. Owners hereby consent to execute an instrument granting and conveying to Boedecker, and to its successors and assigns, a permanent easement ("Easement") on, under, and across a 20-foot strip of Owners' property, which northern boundary is the south line of the road easement and right-of-way for County Road 18, in Larimer County, Colorado, and a temporary construction easement on and across an additional 20-foot strip to the south of the Easement, for the construction, maintenance, and operation of a sewer line. The scope of the Easement shall include the right to install, repair, and maintain the sewer line. The Easement shall be as generally described in the letter from Landmark Engineering dated July 1, 1999, a copy of which is attached hereto as Exhibit A, and which is hereby incorporated herein by this reference and made a part hereof.
2. Owners acknowledge that similar necessary easements must also be obtained from neighboring property owners to allow construction of the subject sewer line. As consideration for the execution of this Agreement, Owners shall receive a payment from Boedecker of One Hundred and 00/100 Dollars (\$100.00) after each of the said necessary parties has executed an agreement in substantially the form hereof. Thereafter, upon execution of an instrument from each such owner granting each such easement, Owners shall, in full payment for the granting of the Easement, receive from Boedecker an additional payment of Fourteen Thousand Nine Hundred and 00/100 Dollars (\$14,900.00). If, in Boedecker's judgment all necessary easements are not obtained on or before August 31, 1999, then, at Boedecker's option, this Agreement shall be terminable upon written notice of termination to Owners, and, if terminated, no additional sum shall be due or payable hereunder.
3. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. The provisions hereof shall be a covenant running with the land affected hereby.

IMAGED

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

Howard D. Cary
Howard D. Cary

Elizabeth K. Cary
Elizabeth K. Cary

Boedecker Prairie Trails, LLC,
a Colorado limited liability company

By: Roger Jensen
Roger Jensen, Co-Manager

By: Kenneth Morey
Kenneth Morey, Co-Manager

STATE OF COLORADO)
)
) ss:
COUNTY OF LARIMER)

Subscribed, sworn to, and acknowledged before me this 27 day of September, 1999, by Roger Jensen and Kenneth Morey, as Co-Managers of Boedecker Prairie Trails, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: 7-19-03

[Signature]
Notary Public

STATE OF COLORADO)
)
) ss:
COUNTY OF LARIMER)

Subscribed, sworn to, and acknowledged before me this 30 day of August, 1999, by Howard D. Cary and Elizabeth K. Cary.

WITNESS my hand and official seal.
My commission expires: 7-19-03

[Signature]
Notary Public

EXHIBIT "A"

July 1, 1999
Project No. BOEP-8H1D-01-404-A4

Mr. And Mrs. Howard Cary
4420 S.W. 14th Street
Loveland, CO 80537

Dear Mr. And Mrs. Cary,

The Developers of the Prairie Trails Subdivision have requested that Landmark Engineering Ltd. set up a time which is convenient to you to discuss the possibility of obtaining a sanitary easement along the North portion of your property. We are aware that you have been given some "misinformation" regarding the intention of the Developers and Landmark to install a sanitary sewer on your property without your permission. Nothing could be further from the truth. There has been a time delay in contacting you, the homeowners, since there are other agency reviews that were required and other design alternatives that needed to be evaluated before any conversations with you would be possible. If requested, at the time of our meeting, we will go over some of the reviews and time frames that have taken place to date.

To date there appears to be only one other viable alternative to placing the sanitary sewer on your property. That alternative is to place it in County Road 18 (S. W. 14th Street). If this takes place it is going to be much more expensive for you, an adjacent landowner, when you are required to tie into the sewer. At some time in the future you will be required to tie-in to the sewer system. The two most likely conditions that will cause this to happen would be either annexation of your property to the City of Loveland, or the failure of your existing septic system. In all likelihood, it will be the latter. All septic systems fail at one time or another. The current State of Colorado Statutes require that a homeowner tie-in to an existing public sanitary sewer if it is within 400 feet of that property. This will be the case as the Prairie Trails Subdivision was designed at a density requiring service by a sanitary sewer system. The sewer system that was designed to serve this subdivision was recently "unapproved" due to changes by the City, which are beyond the control of the Developers.

The Developers currently have a Contractor under contract for work in the subdivision, including this off site sewer. Using his bid prices and estimates of additional items to complete this project, we have prepared an "Estimate Of Cost" for this offsite sewer line. Using this estimate, and assuming each property owner has approximately 210 lineal feet of frontage onto S. W. 14th Street, the following estimates for your tie-in to the sewer system are listed below. These estimates are based on current fees as charged by the City and County.

The following scenario would be the estimated costs associated with connecting to the sewer if it were in the County Road.

- | | |
|---|----------------------------|
| 1) Reimbursement of sewer line installation | \$20,000.00 to \$40,000.00 |
| 2) County Road Cut Permit Fee | 500.00 |

Mr. And Mrs. Cary
Project No. BOEP-8H1D-01-404-A4
July 1, 1999
Page 2

3) City Wet Tap Fee	500.00
4) Crossing Existing Utilities	3,000.00
5) Pump Installation and Wiring	1,200.00
6) City Tap Fee	<u>1,650.00</u>
TOTAL	\$26,850.00 to \$46,850.00

The above estimated costs do not include any onsite sewer service extensions, pumping, and filling or abandoning the septic tank since these items would be required in all the sewer main tie-in options. The estimate also does not include the monthly service fee, which is approximately \$13.00 per month, nor any associated electrical expense or future repairs and replacement of pumps.

However, the Developers are willing to provide a tap in the line, called a wye, for each homeowner if all the homeowners will grant an easement for the sanitary sewer main. This would be at no cost to the homeowner. The only requirement would be that the homeowner provides the location of where the wye should be installed to best facilitate the future tie-in of their existing sewer service. This would substantially reduce the costs for future tie-in for you and your neighbors. The Developer would not obtain a reimbursement agreement through the City for your and your neighbor's lots in trade for the easement. Therefore, the future tie-in costs to you would be approximately as follows based on current City and County Fees.

1) Tie-in to City Sewer Main at Existing Wye	\$1,500.00
2) City Tap Fee	<u>\$1,650.00</u>
TOTAL	\$3,150.00

As you can see, there is substantial savings available to the homeowners in return for the granting of a permanent easement for the installation of the sewer.

During the construction, the contractor will be limited in the area that he can use for the construction activity. There are some minimum areas that they will need, but we can discuss this with you at our meeting. Under no circumstances will the contractor be allowed to drive over or excavate through your existing septic systems. They will also be required to repair the property that they disturb and return it to a condition that is equal to what it currently is. We will be taking pictures of the existing conditions prior to construction if the easements are granted.

Mr. And Mrs. Cary
Project No. BOEP-8H1D-01-404-A4
July 1, 1999
Page 3

The land that the easement would include would be adjacent to the existing County Road Right-Of-Way and would be limited to 20 feet. The minimum set back by County Code is 25 feet. Therefore, you would not be granting an easement over land that you would be able to place a structure on. Additionally, an easement is only the granting of the right to make limited use of the property, and you would not be losing any land.

We will be able to answer any questions you have regarding this information and will show you a location of the proposed easement and sewer main at our meeting. Please do not hesitate to make a list of questions that you may have so that we can adequately address all of your concerns.

We look forward to meeting with you to discuss these items, and answer your questions at your earliest convenience. There will be a representative from both the Developers and Landmark Engineering Ltd. at the meeting. There are some issues that will need to be worked out with the City and County after all the easements have been obtained. Therefore, we request that you contact either Roy Bischoff at (970) 203-6138, who represents the Developer, or Rod Harr at (970) 667-6286, who represents Landmark Engineering Ltd., as soon as possible. If so desired, we can make arrangements for you to use Landmark's office or a conference room at Home State Bank for your convenience.

Sincerely,

Landmark Engineering, Ltd.

Rodney A. Harr, P.E.

RAH/ej

cc: Mr. Roy Bischoff

AGREEMENT TO GRANT EASEMENT

This Agreement to Grant Easement ("Agreement"), dated and delivered as of this 27 day of September, 1999, is made by and between Mark R. Bretting and Denise A. Bretting ("Owners"), and Boedecker Prairie Trails, LLC, a Colorado limited liability company ("Boedecker"):

Owners own (individually or jointly as the case may be) the real property at 4510 S.W., 14th- 4510 14th Street S.W., Loveland, Colorado, on which is located a residence constructed in approximately December, 1988. Owners desire to grant to the City of Loveland, Colorado, an easement to be used for the construction, maintenance, and operation of a sewer line to be connected to property west of Owners' property which is owned by Boedecker. For the consideration set forth herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties make the following covenants and agreements:

DAB
MB

1. Owners hereby consent to execute an instrument granting and conveying to the City of Loveland, Colorado a permanent easement ("Easement") on, under, and across a 20-foot strip of Owners' property, which northern boundary is the south line of the 30-foot road easement and right-of-way for County Road 18, in Larimer County, Colorado, and a temporary construction easement on and across an additional 20-foot strip to the south of the Easement, for the construction, maintenance, and operation of a sewer line. The scope of the Easement shall be limited to the right to install, repair, and maintain the sewer line.

2. Owners acknowledge that similar necessary easements must also be obtained from neighboring property owners listed on the attached Exhibit "A" to allow construction of the subject sewer line. As consideration for the execution of this Agreement, Boedecker shall pay to Owners the sum of One Hundred and 00/100 Dollars (\$100.00) within 14 days after each neighboring property owner executes an agreement in substantially the form hereof. In addition within 30 days after all of the neighboring property owners execute instruments granting easements similar to the Easement described herein Boedecker shall pay to Owners in full payment for the granting of the Easement an additional sum of Three Thousand Four Hundred Eighteen and 00/100 Dollars (\$3,418.00). If all easements from neighboring property owners are not obtained on or before SEPTEMBER 30, 1999, then, at Boedecker's option, this Agreement shall be terminable upon written notice to Owners. If terminated, no additional sum shall be due or payable hereunder and the Easement signed by Owners shall be void.

KMB
MB
DAB
DABMB
MB
DAB
MB
KMB

3. The sewer line constructed within the Easement shall connect with the sewer system of the City of Loveland. At the Owners' option, Boedecker shall place a "wye" fitting in the sewer line to allow connection to a service line to the Owners' property. Boedecker shall be under no obligation with respect to, and makes no representation regarding any matter not specifically set forth herein. All other matters shall remain Owners' sole responsibility, including without limitation, the following: (1) the cost, timing, or feasibility of obtaining sewer service through the City of Loveland and the execution of any agreements required by the City of Loveland in connection therewith; (2) the connection of any improvements upon Owners' property of the compatibility of the same with the sewer line to be constructed within the Easement; or (3) the construction of any additional sewer service lines or improvements except for the main sewer line and "wye" fittings provided herein. The City of Loveland has indicated that if a "wye" is to be installed in the sewer main for future use by the Owners, the Owners must pay the tap fee to the City of Loveland immediately upon the sewer main being completed and accepted by the City. At the Owners' option, the installation of the "wye" can be omitted. If the Owners do not have the "wye" installed, it shall be the Owners full responsibility to pay any additional

IMAGED

tap fee that the City may charge at the time of tie-in to the City sewer main. As of July 30, 1999, the sewer tap fee is \$165.00. This includes the tap fee and the physical "wet tapping" of the sewer main by City crews. Excavation of the sewer main is excluded and is the responsibility of the Owners to have the sewer main exposed prior to arrival of City crews to perform the "wet tap". If the "wye" is to be omitted, the Owners shall provide, in writing to Boedecker, a request to omit the "wye".

4. All costs of construction of the main sewer line in the Easement shall be borne by Boedecker, which shall at its expense restore to its original grade and condition all property affected by the construction of said sewer line. Restoration work shall include, but not be limited to, the repair and installation of fencing removed during construction of the sewer line. Under no circumstances shall Boedecker or any contractors or agents hired by Boedecker be allowed to drive over or excavate through Owners' existing septic system, including Owners' leach field, nor shall they permanently interfere with any other utility services to Owners' property.

5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

Mark R. Bretting
Mark R. Bretting

Denise A. Bretting
Denise A. Bretting

Boedecker Prairie Trails, LLC,
a Colorado limited liability company

By: Roger Jensen
Roger Jensen, Co-Manager

By: Kenneth Morey
Kenneth Morey, Co-Manager

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

Subscribed, sworn to, and acknowledged before me this 27 day of September, 1999, by Roger Jensen and Kenneth Morey, as Co-Managers of Boedecker Prairie Trails, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: 7-19-03

David A. Johnson
Notary Public

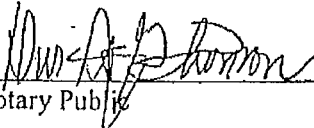
STATE OF COLORADO)
)
COUNTY OF LARIMER)

ss:

Subscribed, sworn to, and acknowledged before me this 27 day of August, 1999,
by **Mark R. Bretting and Denise A. Bretting.**

WITNESS my hand and official seal.

My commission expires: 7-19-03



Notary Public

EXHIBIT "A"

Property Owner's along 14th St. S. W. who are requested to grant easements for a sanitary sewer

Howard D. Cary and Elizabeth K. Cary	4420 14 th Street S. W.
Mark R. Bretting and Denise A. Bretting	4510 14 th Street S. W.
Wanda J. Spaeth	4600 14 th Street S. W.
Donald L. Hill and Norma L. Hill	4612 14 th Street S. W.
Edward S. Cline	4702 14 th Street S. W.
David W. Lambert and D'Ann K. Lambert	4710 14 th Street S. W.