

#### TOWN OF ERIE

Community Development Department – Planning Division 645 Holbrook Street – PO Box 750 – Erie, CO 80516 Tel: 303.926.2770 – Fax: 303.926.2706 – Web: <u>www.erieco.gov</u>

# LAND USE APPLICATION

	STAFF USE ONLY	
FILE NAME:		이는 상태를 잘 못했는데?
FILE NO:	DATE SUBMITTED:	FEES PAID:

#### PROJECT/BUSINESS NAME: Chartered Ranchwood

PROJECT ADDRESS: Wraps the NW Corner of Erie Parkway and County Line Road

PROJECT DESCRIPTION: 28.65 Acres consisting of 220 Multi-Famliy Residential Units and 6 commercial pad sites.

LEGAL DESCRIPTION (attach legal description if Metes & Bounds) Subdivision Name: Tract B, Ranchwood Minor Subdivision						
Filing #:	Lot #:	Block #:	Section: 24 Township: 1 N Range: 69W			
OWNER (attach separate sheets if multiple)         Name/Company: Legacy Bank         Contact Person: Michael Chaloner         Address: 2801 W. Memorial Road         City/State/Zip: Oklahoma City, OK 73134         Phone: 405 748-2045       Fax:         E-mail: MikeC@legacybank.com			Contact Person: Ward Ritter Address: 2555 49th Street, Suite 3 City/State/Zip: Boulder, CO 80301			
MINERAL RIGHTS OWNER (attach separate sheets if multiple) Name/Company: See attached list Address: City/State/Zip:			Name/Company: Encana Address: 370 17th Street, Suite 1700			
LAND-USE & SUMMARY INFORMATION Present Zoning: CMU Proposed Zoning: MR and CC Gross Acreage: 28.65 acres			Gross Site Density (du/ac): 9.9 du/ac # Lots/Units Proposed: 220 Gross Floor Area:			
SERVICE PROVIDERS Electric: United Power Metro District: Water (if other than Town): Town			Gas: Xcel Fire District: Mountain View Fire Protection District Sewer (if other than Town): Town			

#### PAGE TWO MUST BE SIGNED AND NOTARIZED

	DE	VELOPMEN	T REVIEW FEES	
ANNEXATION		SUBDIVISION		
Major (10+ acres) \$4000.0		\$ 4000.00	Sketch Plan	\$ 1000.00 + 10.00 per lot
Minor (less than 10 acres)     \$2		\$ 2000.00	Preliminary Plat	\$ 2000.00 + 40.00 per lo
Deannexation S		\$ 1000.00	🗆 Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT			Minor Subdivision Plat	\$ 2000.00
🗆 Major		\$ 3000.00	Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
Minor		\$ 1200.00	Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		Road Vacation (paper)	\$ 100.00	
Rezoning	\$ 1700.00 + 10.00 per acre		SITE PLAN	et and the set of the
PUD Rezoning	\$ 1700.00 + 10.00 per acre		Residential	\$ 1400.00 + 10.00 per unit
PUD Amendment	\$ 1700.00 + 10.00 per acre		□ Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
Major PD Amendment	\$ 3700.00 + 10.00 per acre		Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
Minor PD Amendment	\$ 500.00		□ Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		Amendment (major)	\$ 1100.00	
Major		\$ 1000.00	Amendment (minor)	\$ 350.00
Minor		\$ 400.00	VARIANCE	\$ 600.00
🗆 Oil & Gas 🔰		\$ 1200.00	SERVICE PLAN \$ 10,000.	

fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.8.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: ANK 15 Owner: Applicant: President

Date:

Date:

Date: 5/30/18

STATE OF COLORADO ) County of Boulder ) ss.

The foregoing instrument was acknowledged before

me this  $\underline{30}$  day of \_\_\_\_\_ Ma \_, 2018, by Ward

My commission expires: 10-16-12 Witness my hand and official seal.

LAND USE APPLICATION FORM - 12 December 2007

Rhia Engelsma Notary Public-State of Colorado Notary ID: 19984028828 My Commission Expires October 16, 2018

Notary Public

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# ACKNOWLEDGEMENT

STATE OF OKLAHOMA ) ) SS. COUNTY OF OKLAHOMA )

Before me, a Notary Public in and for said county and state on this <u>315+</u> day of May, 2018, personally appeared Michael Chaloner, known to me to be the identical person who executed the within and foregoing instrument as President of Legacy Bank, an Oklahoma state banking corporation, who acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

O SOU 4 C Notary Public NOTARY PUB

# LETTER OF AUTHORIZATION FOR TRACT B, RANCHWOOD MINOR SUBDIVISION, ERIE, CO.

### May 29, 2018

I, Charles R. Travis, Co-Personal Representative for the Estate of Ellen R. Lumry, Deceased, authorize Chartered Development Corporation to submit a preliminary sketch plan for Tract B, Ranchwood Minor Subdivision, including associated documents related to the location of existing well pad, the Right of Way and necessary improvements associated with proposed Jasper Road and the Jasper Road connection to County Line Road.

#### Estate of Ellen R. Lumry, Deceased

BY: Charles R. Jeavis PR.

PRINTED NAME: Charles R. Travis TITLE: Co-Personal Representative

STATE OF <u>Colorado</u>) COUNTY OF <u>Boalder</u>) SS

The foregoing instrument was acknowledged before me this 364 day of Max, 2018, by Charles R. Travis, as Co-Personal Representative of the Estate of Ellen R. Lumry.

My commission expires: 03/30/2022

WITNESS my hand and official seal.

how so have

Notary Public

BRADEN M DOLEZAL NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20184014386 MY COMMISSION EXPIRES 03/30/2022

(SEAL)

# LETTER OF AUTHORIZATION FOR TRACT B, RANCHWOOD MINOR SUBDIVISION May 29, 2018

I Michael Chaloner, president of Legacy Bank, authorize Chartered Development Corporation and/or Granite Capital Group, Inc. to submit Tract B, Ranchwood Minor Subdivision, Sketch Plan, and associated documents on our behalf to the Town of Erie, CO.

BY<sup>.</sup>

PRINTED NAME: Michael S CHALGNER TITLE: Percident - Logary Bank

STATE OF <u>Oklahoma</u>) COUNTY OF <u>Oklahoma</u>) SS

The foregoing instrument was acknowledged before me this <u>31st</u> day of <u>May</u>, 2018, by <u>Michael Chaloner</u>, as <u>President</u>

My commission expires: 04/08/2019

WITNESS my hand and official seal.

Kangfordsby





1529 Market St Suite 200 Denver, CO 80202 303•875•7131 bonner.gilmore@enertiacg.com

January 18, 2019

Mr. Chris LaRue, AICP Senior Planner Planning and Development Town of Erie 645 Holbrook Street Erie, CO 80516

# RE: Ranchwood Minor Subdivision Written Narrative

Dear Mr. LaRue:

## General project concept and purpose of the request:

The site is the Ranchwood Minor Subdivision, wrapping the northwest corner of Erie Parkway and County Line Road. The site is currently zoned Community Mixed Use (CMU), and surrounds 19.5 acres of property on the corner zoned Business (B) which is owned by Regency Centers.

The proposal is to designate 22.2 acres of the 28.65 acre property as Medium Density Residential (MR), providing a diversity of housing types within the site plan and the Town of Erie. The majority includes a unique multi-family product designed to look like individual single family homes, which we call Manor Homes. The Manor Homes include four units within each manor home building; all with attached direct access one or two car garages. This Manor Home building is the same one used in the highly successfully Vista Ridge Filing No. 12 – Montex South Development. Each Manor Home building will include in townhome or flat configuration, 1 - three bedroom, 2 - two bedrooms, and a one bedroom unit per building. The Manor Home buildings are to be located on the west side of the proposed Ranchwood Drive which divides the site from the adjacent Regency Centers property. On the northerly center portion of the site (east of Ranchwood Drive, south of Jasper Road, and north of Regency Centers) will be a second type of multi-family housing. These will be garden apartments that will provide an additional segment of diversity to the housing in the Town of Erie. This portion of the development will feature four - 3 story walk up buildings with one and two bedroom flats. Each of the 4 multi-family buildings will contain 24 units in addition to a number of detached garage buildings with spaces available to the residents along with open parking.

In addition to the residential component, up to 6 - commercial pads are proposed, 4 - fronting County Line Road and 2 - fronting Erie Parkway. The request is to designate those lots as Community Commercial (CC), but not plat them at this time, thus allowing for flexibility of size and use for future commercial users. An existing agreement recorded against the property between the original land owner and Regency Centers severely restricts the types of retail type uses on the subject property. Those restrictions specifically prohibit: drug stores or a pharmacy, grocery store, gas station, convenience store, tavern, nightclub, adult book store, massage parlor, liquor store, bank, among others.

Compliance with Uniform Development Code:

- The maximum density, building heights, encroachments, patio/terraces and additional provisions comply with Medium Density Residential (MR) Dimensional and Density Standards. Per previous conversations with the town, the garage side of the Manor Home Buildings are separated by 24' where the buildings "pop out" and 40' wide driveway from garage door face to garage door face which will be identified in the PUD. This is 10' more than was provided in the Montex South Development at Vista Ridge. With the PUD we are proposing side yard setbacks to the private streets of 10' and 0' setbacks to landscape buffers. We are also proposing a 15' front setback along the west side of Ranchwood Drive instead of 20'. A 60' roadway easement (reception #2808279) was previously recorded for Ranchwood Drive which allowed for a 20' setback to a local roadway. The town has requested Ranchwood Drive be increased to a Multi-Family Collector Street with a 80' ROW instead of the 60' ROW required for a local road. To accommodate this additional 5' of ROW dedication on our side of Ranchwood Drive, the setback along the west side of Ranchwood Drive has been reduced to 15'. This is consistent with the 15' setback that was provided with Vista Ridge Filing No. 12. A 20' building setback is provided to the Garden Apartment Buildings on the east side of Ranchwood Drive. All other residential setbacks comply with the UDC.
- A 30-foot landscape buffer tract has been provided along County Line Road and Erie Parkway. A 0' commercial building and parking setback is requested from the 30' landscape buffers which will be defined in the PUD.
- The local streets comply with the Local Streets Standard Drawing Number ST6 located in the Town of Erie Standards and Specifications for Design and Construction of Public Improvements. 5' detached sidewalks are provided as required for multi-family projects in the UDC. Ranchwood Drive has been shown as a Multi-family Collector Street with an ultimate 80' ROW which complies with Standard Drawing Number ST3.
- All no outlet private drives and alleys are less than 150'. Roadway radii have been designed to accommodate emergency access. A temporary turnaround has been provided at the road west of the commercial pad sites along County Line Road. Ultimately, this road may connect with Jasper Road when the adjacent property is developed.
- Two residents are anticipated per unit equaling 440 residents. The required park area is determined as 8.5 acres per 1000 residents. 440 residents results in a required park area of 3.74 acres. 1.69 acres have been provided via Tracts 1 and 9. The remaining 2.05 acres of park requirement will be satisfied by cash-in-lieu.
- The required open space is calculated as 17 acres of open space per 1000 residents. Based on 440 residents a total of 7.48 acres of open spaces is required. Open space area not currently counted within the development and is intended to be satisfied by cash-in-lieu.
- The parking required is 7.5 resident parking spaces plus 1.33 guest parking spaces per manor home. There are 31 manor homes which results in 274 required parking spaces for the manor homes. Each manor home has six garage parking spaces totaling 186 spaces. An additional 199, driveway, on-private street and off-street surface parking spaces have been provided around the manor homes totaling 385 parking spaces provided, exceeding the required parking by 111 spaces. The additional spaces have been dispersed throughout the site for resident's convenience.

- The four apartment buildings east of Ranchwood Drive each have 12 one bedroom units and 12 two bedroom units. 1.5 parking spaces is required for each 1-bedroom unit and 2.0 spaces are required for each 2-bedroom unit. 1 guest spaces per each 3 units are also required. This results in a parking requirement of 50 parking spaces per apartment building for a total requirement of 200 parking spaces. 203 parking spaces have been provided as surface and garage parking. The proposed plan has a minimum of 50 parking spaces within 200 feet of each building entrance.
- Per the UDC, parking spaces required shall be located within 200 feet of the primary building entrance. This requirement is met through on-street and off-street parking.
- One housing type is required for sites less than 40 acres: 2 are provided.
- Buildings are oriented towards the internal streets, interior courtyards and the future commercial area.
- Additional multi-family architectural standards are met.

# Site Data:

# Total land area to be subdivided: 28.65 acres

*Total number of lots, and if residential, the proposed density*: There are 31 manor homes with 4 units each and 4 apartment buildings with 24 units each totaling 124 manor home units and 96 apartment units. The rezoning proposes 22.2 acres for Medium Density residential resulting in a proposed density of 9.9 du/ac.

# Non-residential, the total square footage of floor area proposed: TBD

# Total land area to be preserved as open space: TBD

*Brief description regarding the phasing of the proposed subdivision:* Initial construction will include the building of Ranchwood Drive from Erie Parkway to the Leyner Ditch. Also, the Leyner Ditch will be piped from the west property boundary, under Ranchwood Drive and to the Regency Property (Tract A). The piping of the ditch is necessary due to the depth of the existing channel and safety of the residents. In addition, piping of the channel will create additional usable open area for trails, recreating and gathering as well as connect to the future commercial planned pipe to the east through the Regency parcel. The existing trail to the west will continue through the site generally along the ditch alignment to be picked up again at the Regency Property. The manor homes portion of the development will be developed in two phases – one south (Phase 1) of the Leyner ditch and the other (Phase 2) north of the ditch. Phase 2 construction will include the extension/completion of Ranchwood Drive north to the Jasper Road extension. Jasper Road's alignment is proposed, in cooperation with the adjacent property owner to the north, to meet Staff's request to align with Maxwell Ave at County Line Road. The apartment building portion of the project (Phase 3) is anticipated to be constructed as a single phase.

The 2 commercial pads along Erie Parkway and adjacent to Phase 1 of the Manor Homes will be constructed in conjunction with the Phase 1 residential. The commercial pads along County Line Road are intended to be constructed with the apartment building portion of the development (Phase 3).

Brief description regarding the availability and adequacy of existing infrastructure and other necessary services including schools, fire protection, water/sewer service and utility providers: Existing water infrastructure is located in County Line Road to the east and at Jasper Road & Hoffman Drive to the west of the site. Sanitary sewer is available at the northwest corner of County Line Road and Erie Parkway. A new detention pond will be provided for the

development and will discharge to the County Line Road roadside ditch which carries flows north to the ultimate release. There is a 48" storm sewer near the north property line of Tract C which drains to Erie Commons – Reach 1. Dry utilities such as power, gas and telephone are all at the property's border. The development is located in the Mountain View Fire District (MVFD). An AutoTURN analysis has been performed on the site to ensure emergency vehicles can safely access the site. The applicant will meet with MVFD to ensure all safety fire protection and safety concerns are met. The development is located in the St. Vrain Valley School District. Coordination with the school district will follow the Sketch Plan Submittal.

Brief description regarding the location, function and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings: Pocket parks are provided in Tracts 1 and 9. Common areas are provided in Tracts 3, 4, 8 and 10. The intent of these parks and common areas is to meet the needs of the future residents—a broad spectrum of people – younger singles and marrieds without children, single head of households with children, empty nesters, and families with children – both younger and older. Amenities may include an off leash dog area, seating, barbeque grills, shade structures, lawn and enhanced landscape areas. These areas will be privately owned and maintained by ownership and/or an HOA. Detention and stormwater quality will occur southeast of the proposed Garden Apartments within Tract 10. Sidewalks and pedestrian connectivity are provided throughout the site. The 8' wide trail adjacent to the Leyner Cottonwood Number 1 Ditch west of the site will be extended to Tract A, east of the site. This will provide a regional trail connection to the proposed commercial center. In additional to the parks, common areas will be provided and will be landscaped and privately owned and maintained. No common buildings are proposed.

Brief description regarding the substance of any existing or proposed covenants, special conditions, grants of easements, or other restrictions applying to the proposed subdivision: Proposed covenants to govern common area/parkway landscaping and maintenance of the commercial areas will be created and be consistent with PUD's in this marketplace and will govern private streets, architectural control, landscape maintenance, snow removal and common areas.

Sincerely,

Bort

Bonner Gilmore Managing Partner

## <u>THREE PARTY AGREEMENT</u> [Leon Wurl Parkway & County Line Road, Erie, Colorado]

This IHREE PARTY AGREEMENT (this "<u>Agreement</u>") is made as of August  $\underline{12^{Af}}$ , 2006 (the "<u>Effective Date</u>"), by and among Charles Robert Travis, Personal Representative of the Estate of Ellen R. Lumry, Deceased ("<u>Lumry</u>") of 335 Inca Parkway, Boulder, CO 80303-3517, CW Holding Co, LC, an Oklahoma limited liability company ("<u>CWH</u>") of 3720 East 2nd Street, Edmond, OK 73034, and Regency Realty Group, Inc, a Florida corporation ("<u>Regency</u>") of 1873 South Bellaire Street, Suite 600, Denver, CO 80222.

#### <u>RECITALS</u>

A. Lumry and Regency are parties to that certain Amended and Restated Contract, dated as of March 18, 2005 (as amended, the "<u>Regency Contract</u>"), pursuant to which Lumry agreed to sell and Regency agreed to buy that certain real property located in Erie, Colorado containing approximately 19.4 acres (the "<u>Regency Property</u>") as more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein for all purposes.

B. Lumry and CWH are parties to that certain Contract to Buy and Sell Real Estate, dated as of or about even date herewith (the "<u>CWH Contract</u>"), pursuant to which CWH is preparing to purchase from Lumry that certain real property located in Erie, Colorado containing approximately 2793 acres (being the "Lumry's Remaining Property" as defined in the Regency Contract, and the "<u>CWH Property</u>" as referenced in this Agreement) as more particularly described on <u>Exhibit B</u> attached hereto and incorporated herein for all purposes.

C. The rights of Regency and obligations of Lumry pursuant to the Regency Contract, are as set forth in the Regency Contract, and in particular in <u>Section 19</u> of the Regency Contract, except as may specifically be changed by this Agreement.

D CWH agrees to assume and perform certain obligations of Lumry under the Regency Contract insofar as they pertain to the CWH Property, and to agree to perform certain other obligations under this Agreement agreed to by CWH herein (whether or not contemplated in the Regency Contract).  $C\overline{W}H$  acknowledges that it has received and reviewed a reproof the Regency Contract and is aware of the obligations of Lumry thereunder. CWH has agreed to assume and become liable for certain of those obligations as specifically set forth herein, but CWH shall not become liable for any other obligations under the Regency Contract unless specifically assumed by CWH herein. Regency's execution of this Agreement shall constitute Regency's consent to the sale of the CWH Property to CWH upon the terms and conditions set forth herein. Nothing herein shall release Lumry from any of its obligations under the Regency Contract (even those that are assumed by CWH), except as expressly provided in this Agreement.

E. Capitalized terms used herein and not otherwise defined herein shall have the meaning given in the Regency Contract. Nothing herein is meant to modify or amend the existing terms of the Regency Contract, except to the extent expressly so stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lumry, CWH and Regency hereby agree as follows:

1. <u>Assumption of Lumry's Obligations</u>. CWH hereby assumes and agrees to perform certain obligations of Lumry under the Regency Contract as such obligations are specifically set forth

Three Party Agreement (Erie, Colorado) -

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herein; however, except as otherwise noted hereunder or otherwise agreed to by CWH, CWH is not assuming any other Lumry obligations to Regency under the Regency Contract. CWH agrees that certain obligations it assumes shall be covenants running with the land and shall encumber the CWH Property and shall be binding upon CWH's successors and assigns. Nothing herein shall relieve Lumry from primary responsibility for Lumry's obligations under the Regency Contract, notwithstanding CWH's assumption of certain of those obligations. The parties further agree as follows:

1.1 <u>Escrow Amounts</u> Lumry and CWH have agreed that out of the sale proceeds from the sale of the CWH Property from Lumry to CWH, the following amounts will be escrowed with Land Title Guarantee Company, 3033 East 1st Avenue, Suite 600, Denver, CO (the "<u>Title Company</u>") to satisfy the obligation requiring escrow under <u>Section 19</u> of the Regency Contract:

a) <u>Surface Rights</u> One Hundred Fifty Thousand and No/100 Dollars (\$150,000) in satisfaction of the Threshold Amount set forth in <u>Section 5</u> of the Regency Contract.

b) <u>Survey</u>. Two Thousand and No/100 Dollars (\$2,000) in satisfaction of the terms of <u>Section 7</u> of the Regency Contract

The foregoing escrow funds (the "Escrow Funds") shall be escrowed with the Iitle Company at the closing of the sale of the CWH Property from Lumry to CWH or to any permitted assignee of CWH (the "<u>CWH Closing</u>") pursuant to an escrow agreement to be entered into by and between Lumry, Regency and the Title Company (the "<u>Escrow Agreement</u>"), which Escrow Agreement shall provide for the use of the Escrow Funds as contemplated by the Regency Contract and shall otherwise be in a form reasonably acceptable to Lumry, Regency and the Title Company. Should there be remaining Escrow Funds after the completion of the escrow obligations in accordance with the Regency Contract, said remaining Escrow Funds shall be delivered to Lumry The existence and amount of the Escrow Funds shall not limit Lumry's obligations under the Regency Contract and shall not limit CWH's obligations hereunder; if the obligations related to the Escrow funds exceed the amount of available Escrow Funds, Lumry shall remain obligated for same.

Due to the fact that each party will be responsible for its own final plat, as discussed in <u>Section 1.6</u> below, Regency will not require that CWH or Lumry escrow funds in connection with Lumry's platting obligation per the terms of <u>Section 10</u> of the Regency Contract.

1.2 <u>Additional 50 Feet</u>. Pursuant to <u>Section 4</u> of the Regency Contract, Regency has the option to purchase up to an additional fifty (50) feet immediately North of and adjacent to the North property line of the "Center Property" (as defined in the Regency Contract) and an additional fifty (50) feet immediately West of and adjacent to the West property line of the "Center Property" as depicted on <u>Exhibit C</u> of the Regency Contract (the "<u>50 Foot Tracts</u>") Regency hereby waives the right to purchase the 50 Foot Tracts under the Regency Contract.

1.3 <u>Surface Rights / Seller Threshold</u> <u>Section 5</u> of the Regency Contract provides that should the agreement with Encana (as described in <u>Section 5</u> of the Regency Contract and further described in <u>Section 1.4</u> below) require the payment of money to Encana (the "<u>Encana Payment</u>"), said Encana Payment will be split between Lumry and Regency in a ratio of 50% to 50%, payable at the closing of Regency's acquisition of the Regency Property. <u>Section 5</u> of the Regency Contract further provides that Lumry's portion of the Encana Payment will not exceed the Seller Threshold (as defined in <u>Section 5</u> of the Regency Contract and established in a separate agreement between Regency and Lumry) unless Lumry agrees to pay such excess. The parties agree that the Seller Threshold is One Hundred Fifty Thousand and No/100 Dollars (\$150,000), and is covered in the escrow amount set forth in <u>Section 1.1 (a)</u> above. Under <u>Section 5</u> of the Regency contract, Regency is likewise obligated to pay a portion of any Encana Payment Lumry, Regency and CWH hereby agree that if an agreement with

Three Party Agreement (Eric, Colorado) -

Encana (as approved by Regency) is entered into and the Encana Payment is to be made prior to Regency's closing on the Regency Property, then Lumry shall pay the entire Encana Payment to Encana, and if at that time the Regency Contract and this Agreement remain in full force and effect, then Regency will place in escrow with the Title Company an amount equal to Regency's portion of the Encana Payment (the "Regency-Encana Escrow Funds"). The Regency-Encana Escrow Funds shall remain in escrow until such time as either (i) Regency closes on its acquisition of the Regency Property, whereupon the Regency-Encana Escrow Funds (or so much thereof as are necessary to reimburse Lumry) shall be released and delivered to Lumiy as reimbursement to Lumry for making Regency's portion of the Encana Payment (provided that Lumry has in fact made such payment to Encana), or (ii) the Regency Contract or this Agreement terminates without Regency having closed on its acquisition of the Regency Property, whereupon the Regency-Encana Escrow Funds shall be immediately returned to Regency (in which event Regency shall have no obligation to reimburse Lunny). The above-contemplated escrow agreement shall be in a form reasonably acceptable to Lumry, Regency and the Title Company In no event shall Regency be obligated for any part of the Encana Payment unless Regency closes on its acquisition of the Regency Property. To the extent the provisions of this Section 1.3 are inconsistent with the provisions of Section 5 of the Regency Contract, the provisions of this Section 1.3 shall govern, and in that event Section 5 of the Regency Contract is hereby amended to be consistent with this Section 1.3; provided, however, should this Agreement terminate for any reason, the provisions of Section 5 of the Regency Contract shall remain unchanged and unaffected by this Section 1.3.

Surface Rights / Alternative Well Site Pursuant to Section 5 of the Regency 14 Contract, Lumry and Regency agree to work together in good faith to acquire the surface entry rights and/or a surface waiver from Encana Energy Resources, Inc., and from any other pertinent entity or person from whom such surface rights and/or waiver is needed (collectively, "Encana"), covering all of Lumry's Total Property (defined below), except for the Alternative Well Site Property (defined below). The CWH Property, together with the Regency Property and other property owned by Lumry lying immediately north of and adjacent to the north boundary of future Jasper Road dedication (the "North Property"), is hereinafter referred to collectively as "Lumry's Total Property", and all such properties are depicted on Exhibit C attached hereto (the "Lumry's Total Property" being the same as the "Seller's Total Property" as defined in the Regency Contract). CWH hereby agrees to join with Lumry and Regency to work together in good faith to acquire the surface entry rights and/or a surface waiver from Encana as contemplated in Section 5 of the Regency Contract. The form and substance of such agreement with Encana shall be subject to Regency's and CWH's reasonable approval In connection with the foregoing, if Encana requires one or more alternaries drilling sites. Lumry shall provide such site(s) to Encaua, at no cost to Regency or CWH and without obligation or encumbrance (including encroachment of conditional use areas and/or setback obligations) on the Regency Property or the CWH Property, out of the North Property (the "Alternative Well Site Property") The Alternative Well Site Property is not, and shall not be, located on the Regency Property nor on the CWH Property except to the extent that any non-buildable radius required around the Alternative Well Site Property may encroach upon the CWH Property; provided, however, any non-buildable radius for a new site shall not encroach upon the CWH Property beyond the area of encroachment of the existing non-buildable radius at the time of this Agreement; provided further that any non-buildable radius shall not encroach whatsoever onto the Regency Property. Should the agreement with Encana require the payment of money to Encana for the release of surface rights as they pertain to the Regency Property and/or the CWH Property, said cost shall be split between Regency and Lumry in accordance with the terms of the Regency Contract (as affected by the terms of Section 1.3 above); provided, however, that all other rights of Regency under Section 5 of the Regency Contract shall remain in place.

15 <u>Ditch Relocation & Construction Easement</u>. CWH hereby consents to the ditch relocation called for in <u>Section 6</u> of the Regency Contract and depicted on <u>Exhibit D</u> of the Regency Contract, and CWH agrees that Regency shall have the right, but without any obligation, at Regency's

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sole cost and expense, to cause the ditch to be relocated as set forth in Exhibit D attached hereto; subject to approvals by both the Leyner Cottonwood Ditch Company (the "Ditch Company") and the Town of Erie. Subject to CWH's acquisition of the CWH Property, CWH hereby grants to Regency (i) a perpetual, exclusive easement for the purpose of relocating, maintaining, operating and replacing the ditch over and across the area described in Exhibit D attached hereto (as such area may be revised pursuant to agreement with the Ditch Company), and (ii) a temporary construction easement for the purpose of facilitating such relocation, which temporary construction easement shall be over and across the areas described in Exhibit D attached hereto (as such area may be revised pursuant to agreement with the Ditch Company). It is acknowledged that the locations of the above easements as set forth on Exhibit D, respectively, may have to be revised per agreement with the Ditch Company, and in connection therewith CWH and Regency agree to work together in good faith to reach a mutually acceptable agreement with the Ditch Company with regard to the exact location of the easements CWH agrees, represents and warrants to Regency that the above easements shall not be subject to any liens or other prior rights or interests. Regency agrees, represents and warrants to CWH that at the time of such relocation, if Regency relocates the ditch (rather than the Ditch Company or the Town of Erie actually relocating the ditch), then Regency (i) shall have obtained all permits and consents that may be required or prudent to have been obtained in connection with such work; (ii) covenants and agrees that such temporary construction easement will be used and the work required will be performed in complete compliance with all applicable laws, statutes, ordinances, rules and regulations; (iii) will defend and hold harmless CWH from and against any claims, demands, fines, suits, actions, proceedings, orders or decrees of any nature and form and against any loss of life or personal injury or damage to property arising out of any occurrence in the exercise of the temporary construction easement by Regency due to the activity conducted thereon by Regency, its agents, licensees, employees, and contractors (but such obligation shall not extend to protect CWH to the extent caused by the action or inaction of CWH or its agents, licensees, employees, contractors, successors or assigns); and (iv) at its cost and expense, upon termination of the temporary construction easement will promptly remove construction equipment and materials from the temporary construction easement and will promptly repair and replace and restore the easement to substantially the condition that existed prior to Regency's use thereof, ordinary wear and tear excepted, which shall include the repair and replacement of any driveways, roadways, fences (if applicable), landscaping, utility lines of other structural improvements on the CWH Property which were damaged, removed or destroyed by Regency, its agents, employees, and contractors in exercising the temporary construction easement; provided, however, CWH represents that it does not intend to place any fences, landscaping or structural improvements in the construction easement area unless required to do so by the Town of Eric or other applicable regulatory authority, and if so required CWH will coordinate its activities with Regency and do so in a manner so as to minimize cost and expense to Regency. CWH acknowledges that Lumry has no obligation to relocate or improve the ditch under any circumstances, including the termination of the Regency Contract. At Regency's request, the easements granted herein shall be further evidenced by a separate written easement agreement by and between CWH and Regency, in a form reasonably acceptable to CWH and Regency, to be filed of record as an encumbrance against the CWH Property for the benefit of Regency at or prior to the CWH Closing. CWH and Regency shall work together in good faith to agree upon the form of said easement agreement prior to the CWH Closing. Further, if the Ditch Company requires that either of the easements contemplated herein be granted directly to it, CWH agrees to do so. In the event CWH should not close on the purchase of the CWH Property, then Lumry agrees that Lumry shall grant the easement and other rights contemplated by this Section 1.5 for the benefit of Regency. In the event Regency assigns its interest in the Regency Contract or sells its interest in the Regency Property, then the assignee/successor shall assume Regency's obligations under this paragraph, including the obligations set forth in subparagraphs (i) through (iv) above. To the extent the provisions of this <u>Section 1.5</u> are inconsistent with the provisions of the <u>Section 6</u> or any other provision of the Regency Contract, the provisions of this Section 1.5 shall govern (and the Regency Contract is hereby so amended).

Plat Approval The Plat Approval is addressed in Section 10 of the Regency 1.6 Contract. Lumry, Regency and CWH hereby agree to meet with the Town of Eric authorities to present one (1) minor subdivision plat covering the Lumry's Iotal Property and creating separate tracts for the Regency Property, the CWH Property and North Property, respectively, for the Town of Erie's approval in order to fast-track the platting process. Lurnry, Regency and CWH agree to work together, each acting in good faith, to obtain approval of said minor subdivision plat, and agree to engage Flatirons Engineering for this purpose, with the cost thereof being split equally among Lumry, Regency and CWH. Each party agrees to copy the other parties on any drafts, letters or other items submitted to the Town of Erie that relate to the minor subdivision plat or otherwise would have an impact on said other parties' property. Upon approval of the minor subdivision plat, each party shall thereafter be entitled to pursue its own final plat covering its own property, provided that each final plat must be consistent with the Ditch Relocation as depicted on Exhibit D attached hereto and the Access Points and Access Easements and other requirements as depicted on Exhibit E attached hereto (the "Final Plat Requirements"). Upon request, each party who pursues its own final plat shall provide to the other patties copies of any drafts, letters or other items submitted to the Town of Erie that relate to said plat in order to allow said other parties to confirm compliance with the requirements of this Section 1.6. If for any reason the Ditch Relocation, Access Points or Access Easements or any other Final Plat Requirements for the benefit of Regency are not included within Regency's final plat as approved by the Town of Erie, then Lumry and/or CWH, as applicable, shall convey such rights, easements and rights-of-way to Regency by separate instrument, to the extent the Town consents to the modification of the Plat, or in so far as modification is not required by the Town.

Each party agrees to pay the cost of all basic platting fees, including surveyor costs to prepare the plat, consulting fees, submittal and review fees and other routine costs and expenses associated with the submission and approval its own final plat ("Basic Platting Fees"). Any other costs or obligations that might be imposed by the Iown of Erie as a condition for approval of any party's final plat, such as impact fees, water conveyances, property dedications and other costs, expenses and obligations that are not Basic Platting Fees (collectively, "Additional Platting Costs and Obligations"), including any such costs or obligations that may be imposed on one party's land in connection with the approval of a final plat of another party's land, shall be boune by the owner of the land most closely associated with such fees. If any portion of any Additional Platting Costs and Obligations cannot be allocated to a particular property, then such Additional Platting Costs and Obligations shall be split among the affected property owners pro rata based on the number of acres owned by each party versus the total number of acres affected. The foregoing notwithstanding, no party shall be respired to agree to a bus stop on its property in connection with the approval of another party's plat.

Certain roads to be constructed on the CWH Property (and on the property line between the CWH Property and the Regency Property) are as depicted on <u>Exhibit E</u> attached hereto and are addressed in <u>Section 1.7</u> below. Lumry consents to any agreement between Regency and CWH relating to access, access points, utility easements and ditch right-of-way on the Regency Property and CWH Property. As may be required by <u>Section 10</u> of the Regency Contract, Lumry will convey such access points, utility easements, and ditch right-of-way to Regency, CWH, and/or the Town of Erie, or the applicable party as the case may be

Anything herein to the contrary notwithstanding, Regency shall not be obligated for any Additional Platting Costs and Obligations, any reimbursement of Luinry or any other party, or any other cost or expense (except any cost or expense actually incurred by Regency) unless and until the closing of Regency's acquisition of the Regency Property occurs. Anything herein to the contrary notwithstanding, CWH shall not be obligated for any Additional Platting Costs and Obligations, any reimbursement of Lumry or any other party, or any other cost or expense (except any cost or expense actually incurred by CWH) unless and until the closing of CWH's acquisition of the CWH Property occurs. The foregoing

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notwithstanding, each party hereto shall be obligated for its portion of the cost of the minor subdivision plat discussed above .

Except as set out above, CWH assumes no other obligation of Lumry under <u>Section 10</u> of the Regency Contract.

For so long as this Agreement is in force, the provisions of this <u>Section 1.6</u> shall supercede and control over any contrary provisions of <u>Section 10</u> of the Regency Contract; however, if this Agreement should terminate, the provisions of <u>Section 10</u> of the Regency Contract shall remain in full force and effect as if this Agreement had not become effective; provided, however, in no event shall Regency have any further obligation to Lumry for the platting of the North Property or a "Total Property Plat" as defined in <u>Section 10</u> of the Regency Contract, or for the reimbursement of Lumry for any costs related thereto, and Regency hereby waives any right, express or by implication, to consent to the sale of the North Property for so long as the North Property includes the Alternative Well Site Property, and <u>Section 10</u> of the Regency Contract is hereby amended accordingly.

Roadways & Temporary Construction Easements. There is to be constructed 1.7 along the property line between the CWH Property and the Regency Property a roadway of approximately 65 feet in width, with approximately thirty-two and one-half (32.5) feet on either side of the property line, and being approximately nine hundred fifty (950) feet long and located on the western boundary of the Regency Property and along a portion of the eastern boundary of the CWH Property, as depicted on Exhibit E attached hereto (the "Roadway"). The middle point of said Roadway shall be approximately the boundary line between the two properties, and the Roadway shall be constructed in accordance with the specifications and requirements of the Town of Erie and shall be dedicated to the Town of Erie upon final platting by the First Party (defined below). It is acknowledged that the exact dimensions of the Roadway have yet to be, but must be, approved by the Iown of Erie, and thus may vary from what is depicted on Exhibit E. CWH and Regency agree to work together in good faith to reach a mutually acceptable agreement with the Town of Erie regarding the exact dimensions of the Roadway. The parties further agree to work together in good faith to attempt to cause the width of the Roadway to be sixty-five (65) feet or less. CWH and Regency hereby agree to grant the permanent easements or dedicate right-ofway as necessary for the First Party (defined below) to complete full right-of-way dedication by final plat. CWH and Regency also hereby grant to each other reciprocal construction easements as may be reasonably necessary for the construction of said Roadway in accordance with this Section 1.7. The party first to commence development of its property (the "First Party") shall have the obligation to construct the ... Roadway and in connection therewith shall have the construction easement on the other party's property in order to complete the construction of the Roadway substantially as depicted on Exhibit E attached hereto (subject to adjustment as may be required by the Town of Eric). Prior to commencing construction, the First Party shall deliver written notice of its intent to construct the Roadway to the other party (the "Non-Constructing Party"), whereupon the First Party shall comply with the requirements of Subsections 1.7.1 and 1.7.2 below (the "Pre-Construction Requirements"):

1.7.1 <u>Selection of Contractor</u>. Immediately upon approval of Roadway engineering plans by the Town of Eric, the First Party shall provide the Non-Constructing Party a set of the Town-approved constructions plans. Before commencing construction of the Roadway, the First Party shall solicit and obtain bids from at least three, (3) reputable construction contractors who (i) have experience in projects similar to the Roadway, (ii) provide payment and performance bonds, (iii) are able to provide financial information for review, and (iv) maintain, and who are able to provide written evidence of, commercial general liability insurance against claims for injury to person, loss of life and damage to property occurring in connection with the construction, which insurance must be written with a reputable insurance carrier licensed to do business in Colorado, with limits of liability not less than Two Million Dollars (\$2,000,000.00)

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combined single limit coverage for injury to person, loss of life and damage to property arising out of any single occurrence (any such contractor being referred to as a "Qualified Contractor")-Upon obtaining such bids, the First Party shall provide copies of such bids, along with accompanying information (i.e., financials; evidence of insurance) to the Non-Constructing Party. The Non-Constructing Party may, at its option, solicit and obtain bids from one (1) or more different Qualified Contractors and provide copies of such bids to the First Party not later than fifteen (15) days after the First Party provides its bids to the Non-Constructing Party. Both parties shall then work together in good faith to mutually determine which bid to accept and which Qualified Contractor to use for construction of the Roadway If for any reason the parties cannot agree on a Qualified Contractor within ten (10) days after all bids obtained by the First Party and by the Non-Constructing Party (if any), respectively, have been delivered to the other parties as provided herein, then the First Party may select the Qualified Contractor on its own notwithstanding that the Non-Constructing Party may not concur with the selection, provided, however, in that event the First Party shall be required to pay all costs in excess of one hundred five percent (105%) of the amount of the lowest bid obtained by the Non-Constructing Party (if any).

Contract with Contractor Upon selecting a Qualified Contractor (the 1.7.2 "Approved Contractor"), the First Party shall enter into a construction contract with the Approved Contractor (which contract shall not be inconsistent with the terms of this Agreement) and shall use commercially reasonable efforts to cause the Approved Contractor to construct the Roadway in accordance with the terms of this Agreement Additionally, the First Party shall require the Approved Contractor to obtain and carry commercial general liability insurance as described above, insuring and naming the parties hereto as additional insured. Each construction contract to be utilized in connection with the construction of the Roadway shall be in a commercially reasonable form and, at a minimum, shall (i) cause the contractor to warrant its work thereunder to each of the parties hereto for a period of at least two (2) years (or for such longer time period as may correspond with any governmental requirement) and to perform maintenance with respect to such work during such warranty period; (ii) cause the contractor to agree to indemnify each of the parties hereto for all willful misconduct and/or negligent performance of the work by such contractor, and (iii) contain the agreement of the contractor to acknowledge the self-help rights of the Non-Constructing Party below to take over the contract and the administration of the construction of the Roadway in the event the First Party fails to complete same in accordance with this Agreement. In addition, the First Party shall use commercially reasonable efforts to cause the contractor to indemnify the parties hereto with regard to any mechanic's or materialmen's liens filed against any of the property in connection with the construction undertaken thereon. The First Party shall also obtain appropriate payment and performance bonds pertaining to such construction; provided, that the cost of such payment and performance bonds shall be the responsibility, on a ratable basis, of the parties hereto in accordance with costsharing ratio set forth below. Copies of all construction contracts, engineered drawings and bids shall be made available to each of the parties hereto.

Upon satisfaction of the Pre-Construction Requirements, the First Party shall commence construction of the Roadway within thirty (30) days thereafter (but in no event later than ninety (90) days after the First Party delivered its written notice of intent to construct the Roadway) and shall use commercially reasonable efforts to complete said construction within one hundred eighty (180) days after commencement, subject to reasonable extensions of time for force majeure.

The parties shall share the cost of the construction of said Roadway in the following manner: (i) the First Party shall pay for the entire construction cost of the Roadway; (ii) thereafter, provided that the First Party has paid in full all costs of constructing the Roadway and obtained all appropriate Town

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inspections and approvals and appropriate contractor lien waivers, the Non-Constructing Party shall contribute its share of the construction cost to the Constructing Party upon the earlier to occur of (y) eighteen (18) months after completion of construction of the Roadway, or (z) commencement of the development of the Non-Constructing Party's property. For purposes hereof, each party's share of the construction costs shall be equal to the total cost of construction multiplied by a fraction, the numerator of which shall be the total area (measured in square feet) of the portion of the Roadway situated on said party's property and the denominator of which shall be the total area (measured in square feet) of the total Roadway.

If the First Party fails to commence or complete construction of the Roadway within the above time periods or commences construction but ceases work thereon for more than thirty (30) consecutive days, subject to reasonable extensions of time for force majeure, then the Non-Constructing Party may give the First Party written notice of its intent to take over the construction of the Roadway, and if the First Party has not commenced or completed, as applicable, the construction of the Roadway within thirty (30) days after receipt of said written notice from the Non-Constructing Party, then the Non-Constructing Party may, upon subsequent written notice to the First Party, take over the administration of the construction contract and the construction of the Roadway and shall immediately have the right to use the construction easement on the First Party's property in order to complete the construction of the Roadway. In the event the Non-Constructing Party exercises self-help rights as provided above, the First Party shall reimburse the Non-Constructing Party for (i) the First Party's share of the costs thereof as provided above, plus (ii) all other amounts (other than the Non-Constructing Party's share of the costs as provided above) reasonably expended by the Non-Constructing Party in taking over the construction of the Roadway, together with interest thereon at the then-current market rate for construction financing or at the highest rate allowable by law, whichever is lower, for each day which elapses from the expenditure by the Non-Constructing Party until payment by the First Party, which reimbursement shall be made by the First Party within thirty (30) days after its receipt of any monthly billing together with the appropriate supporting documentation evidencing the amount due. The obligation of the First Party to reimburse the Non-Constructing Party as provided above shall be secured by a lien against the property of the First Party, which lien is hereby granted and shall become enforceable immediately upon the failure of the First Notwithstanding the above, any party who contracts for Party to pay its obligations when due. construction work and incurs a lien on another party's property shall hold the other party harmless and promptly discharge said lien or post cash bond in the amount of the lien.

This construction casement and obligation for contribution shall be a covenant running with the land and shall be bindiag upon the individual parties' successors and assigns. At the request of either party, the easements granted and covenants made herein shall be further evidenced by a separate written easement agreement by and between CWH and Regency, in a form reasonably acceptable to CWH and Regency, to be filed of record as an encumbrance against each party's property for the benefit of the other at or prior to the CWH Closing. CWH and Regency shall work together in good faith to agree upon the form of said easement agreement prior to the CWH Closing. In the event Regency should not close on the Regency Contract, then Regency shall have no obligation under this paragraph, and Lumry agrees that said obligation shall be borne by Lumry and its successors and assigns as to the Regency Property. In the event CWH should not close the purchase of the CWH Property, then CWH shall have no obligations under this paragraph, and Lumry agrees that said construction easement and the obligation of contribution shall be borne by Lumry and its successors and assigns as to the CWH Property, which obligation shall survive the termination of this Agreement. The foregoing notwithstanding, (i) in the event Regency should not close on the Regency Contract, Lumry's obligation of contribution to CWH shall be limited to \$350,000 with respect to the portion of the Roadway that contains the common boundary between the Regency Property and the CWH Property, and (ii) in the event CWH should not close on the purchase of the CWH Property, Lumry's obligation of contribution to Regency shall be limited to \$350,000 with respect to the portion of the Roadway that contains the common boundary between the Regency Property

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and the CWH Property; provided, however, Lumry shall be fully obligated for the cost of any portion of the Roadway that does not contain the common boundary of the Regency Property and the CWH Property and any portion of the road running north to future Jasper Road (to the extent required by the Town of Erie or other governmental entity). Further, the foregoing limitation on Lumry's obligation shall apply only to Lumry and not to any successors and assigns of Lumry with respect to the CWH Property or the Regency Property, respectively (the obligation of any such successors and assigns of Lumry with respect to the CWH Property or the Regency Property, respectively, shall not be limited to \$350,000).

Ihe Regency Contract is hereby amended to incorporate the foregoing obligation on the part of Lumry and its successors and assigns in the event CWH should not close the purchase of the CWH Property

No construction, including, but not limited to, roadways, ditches and temporary construction easements, shall commence by either Regency or CWH unless and until the underlying contract of said party with Lumry has closed; provided, however, once the Regency Contract or the CWH Contract has closed, said party may construct roadway, ditch relocation, etc. on the other party's tract pursuant to the terms and conditions of this Agreement

1.8 Jasper Road. Jasper Road shall be developed substantially as set forth on <u>Exhibit E</u> attached hereto. The cost of said Road shall be allocated as set forth in the CWH/Lumry contract and it shall not be an obligation of Regency. The construction easement for Jasper Road shall be set forth in the CWH/Lumry contract.

1.9 <u>Storm Water</u> Lumry and CWH each agrees to release storm water from its property at no more than historic rates. If either Lumry or CWH desires to release storm water at more than historic rates, said party shall bear the cost of any required system upsizing and/or improvements

1.10 <u>Pedestrian Irail</u> It is anticipated that a pedestrian trail may be required by the Iown of Erie to traverse a portion of the CWH Property and the Regency Property. CWH and Regency each agree to work together in good faith to cause any such trail to be located along the new ditch right of way contemplated in <u>Section 1.5</u> above, or as appropriate for re-aligned ditch or as the Iown may direct.

1 11 <u>Restrictions on CWH's Property</u>. CWH hereby confirms its agreement with the terms of Section 13 of the Regency Contract, and specifically agrees as follows:

i) CWH agrees to enter into an agreement at or prior to the CWH Closing to restrict the CWH Property by document filed of record for the benefit of Regency and in a form reasonably acceptable to Regency and CWH, against the following uses (such use restrictions shall be hereinafter referred to as "<u>Grocery Use Restrictions</u>"):

(1) drug store or for a pharmacy department selling prescription drugs or requiring the services of a registered pharmacist;

(2) food store or food department selling groceries, meats, produce, dairy products, bakery products or other grocery items for off-premises consumption (except that this restriction is not intended to restrict sit down restaurants that also provide carry out service);

(3) sale of gasoline, diesel fuel or other petroleum products for automotive use, except that this restriction is not intended to restrict the sale of petroleum products as an incidental part of a principal business such as an oil and lube facility (by

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way of example, Grease Monkey), auto parts store or hardware store (by way of example, Checkers or Ace Hardware);

(4) convenience store; or

(5) business which principally features sexually explicit products or drug paraphernalia, or as an electronic or mechanical games arcade, pool or billiard hall, betting parlor, bingo parlor, massage parlor, pornographic shop, adult book store, nightchub, dance hall, tavern, cocktail lounge or other use inconsistent with a first-class grocery anchored shopping center.

The foregoing Grocery Use Restrictions shall remain in effect for a minimum of ten (10) years as provided for in the Regency Contract

ii) In addition, CWH agrees to enter into an agreement at the closing under the CWH Contract to restrict that certain portion of CWH's Property, as depicted on <u>Exhibit B</u>, by document filed of record for the benefit of Regency and in a form reasonably acceptable to Regency and CWH, against the following uses (such use restrictions shall be hereinafter referred to as "<u>Additional Use</u> <u>Restrictions</u>"):

(1) banks, credit unions, savings and loans and any other similar financial institution that accepts deposits (except that this restriction is not intended to restrict mortgage offices or stock brokerages or AIMs); or

(2) liquor store (except that this restriction is not intended to restrict the sale of liquor products as an incidental part of a principal business such as sit down restaurants).

The foregoing Additional Use Restrictions shall remain in effect for a minimum of twenty (20) years as provided for in the Regency Contract.

Regency and Lumry agree that the following intended uses by CWH shall not be considered in violation of the Grocery Restrictions or the Additional Use Restrictions described above, so long as none of the following uses shall include a retail pharmacy utilizing the services of a liceused pharmacist (oties than in connection with an urgent care facility solely for the dispensing of pharmaceutical supplies to onsite urgent care patients):

1) CWH intends to develop the CWH Property for the following uses: (i) independent living center; (ii) assisted living center; (iii) assisted memory care units; (iv) medical office buildings; (v) urgent care facilities; (vi) bariatric facilities; and (vii) the normal operations and services associated with such facilities;, ; and

2) The placement and use of ATM machines on the CWH Property.

CWH and Regency shall work together in good faith to agree upon the form of said restriction agreement prior to the CWH Closing.

CWH agrees that the rights and restrictions under this <u>Section 1.11</u> shall encumber the CWH Property even if Regency does not close.

2 <u>Time of Essence</u> Time is of the essence with respect to the obligations assumed by CWH hereunder. CWH agrees to perform the obligations it has assumed hereunder in a timely manner, including, but not limited to, recording the Grocery Use Restrictions and the Additional Use Restrictions, applicable easements, etc., as of or prior to the CWH Closing. In the event the Regency Contract is closed prior to the CWH acquisition, then Lumry shall record said easements and restrictions against the CWH Property; provided, however, CWH shall have the opportunity to review said documents prior to recording

3. <u>Contracts</u>. Lumry, Regency and CWH agree that they shall not amend or modify their respective contracts in any manner that impacts the other's property without a copy of the proposed amendment or modification being provided to all parties for their review and prior approval, which shall not be unreasonably withheld. Lumry, Regency and CWH shall otherwise keep each other reasonably informed as to the status of their respective contracts and promptly provide copies of any and all pertinent correspondence and other documents related thereto to the extent they would affect any party's obligations to any of the other parties Additionally, without limiting the generality of the foregoing, CWH and Regency shall each provide to the other a copy of all title reports and documents and any survey(s) obtained by CWH or Regency, as the case may be, and pertaining to its property

4 <u>Utilities</u> Present contacts with the Town of Erie indicate that utilities will be separately accessible from each party's property There should not be a requirement for any utility easements between the tracts. If and to the extent it becomes necessary to grant reciprocal utility easements, the parties agree to work together in good faith with respect to such easements, but neither party shall be obligated to incur any material cost, expense or hardship in connection therewith.

5. Successors and Assigns. The parties' rights and obligations under this Agreement shall run with the land and shall be binding on and inure to the benefit of the parties' successors and assigns. CWH shall not assign its rights under the CWH Contract, and upon its acquisition of CWH Property shall not sell, convey, transfer, or assign in any manner its interest in CWH Property, without providing Regency at least ten (10) days' advance written notice thereof and requiring the transferee, assignee or other party to expressly acknowledge or assume, as the case may be, in writing the CWH obligations as they pertain to the tract being transferred and to acknowledge in writing (in recordable form) that the applicable tract is subject to the applicable obligations. Any documents evidencing the foregoing shall be subject to Regency's prior approval, which shall not be unreasonably withheld. In the event of any such approved hansfer or assignment, CWH shall not be released from, but shall remain primarily liable for, its obligations under this Agreement (even if assumed by the transferee or assignce). Further, in the event of any transfer or assignment by Regency of the Regency Contract, Regency shall not be released from, but shall remain primarily liable for, its obligations under this Agreement (even if assumed by the transferee or assignee). The foregoing notwithstanding, at such time as the CWH Property is owned by a party other than Lumry or CWH, then CWH shall be released from any further obligations under this Agreement, and at such time as the Regency Property is owned by a party other than Lumry or Regency, then Regency shall be released from any further obligations under this Agreement, it being the intention of the parties hereto that the obligations under this Agreement run with the land and be binding upon the parties respective successors and assigns.

6 <u>Recordation</u>. Without limiting the generality of the preceding paragraph, upon or prior to the CWH Closing, CWH (or any permitted assignee of CWH) shall execute a memorandum of this Agreement as it applies to the CWH Property and the obligations assumed by CWH under this Agreement (the "<u>Memorandum</u>") and record such Memorandum in the appropriate public records to further ensure that the CWH Property remains subject to the assumed obligations. The Memorandum shall be subject to Lumry's and Regency's prior review and approval, which shall not be unreasonably withheld. Additionally, should CWH (or any permitted assignee of CWH) at any time fail or refuse to record the

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Memorandum, of if Regency should reasonably believe that the recordation of the Memorandum is necessary in order to protect its interests in the CWH Property, then Regency may, on its own, record the Memorandum. Upon or prior to the Regency Closing, Regency (or any assignee of Regency) shall execute a Memorandum of this Agreement as it applies to the Regency Property and the obligations assumed by Regency under this Agreement (the "Regency Memorandum") and record such Regency Memorandum in the appropriate public records to further ensure that the Regency Property remains subject to the Regency obligations. Additionally, should Regency (or any assignee of Regency) at any time fail or refuse to record the Regency Memorandum or if CWH should reasonably believe that the recordation of the Regency Memorandum is necessary in order to protect the CWH interest in the Regency Property, then CWH may, on its own, record the Regency Memorandum.

7 <u>Non-Waiver: Cooperation</u> The obligations of CWH as stated in this Agreement shall not limit or otherwise affect the obligations of Lumry or Regency under the Regency Contract, except as may be expressly provided herein. Both Lumry and Regency shall remain fully liable for all of their obligations under the Regency Contract notwithstanding CWH's assumption of certain of said obligations and/or acquisition of the CWH Property. If and to the extent said obligations overlap, Lumry, Regency and CWH agree to work together in good faith to cause all of said obligations to be performed and satisfied in accordance with the intent of the Regency Contract

Termination of Regency Contract or CWH Contract. This Agreement shall terminate if. 8. due to reasons other than the default by Lumry thereunder, the Regency Contract is terminated without Regency closing on the acquisition of the Regency Property or if the CWH Contract is terminated without CWH closing on the acquisition of the CWH Property; provided, however, in the event of a termination of this Agreement due to the termination of the CWH Contract, Lumry shall once again be required to obtain Regency's consent under Section 19 of the Regency Contract, which shall not be unreasonably withheld to the extent provided under Section 19 of the Regency Contract, should Lumry desire to sell all or any portion of the CWH Property and/or assign its rights under the Regency Contract; provided, however, in that event Regency's previous and present waiver of its right to purchase the 50 Foot Tracts shall remain in full force and effect. In the event of a termination of this Agreement due to the termination of the Regency Contract or the CWH Contract, as the case may be, then Regency or CWH, as applicable (whoever's contract was terminated), shall execute and deliver to Lumry an appropriate release of its rights under this Agreement in recordable form. In the event the Regency Contract is terminated and the property under that Contract is not purchased by Regency or its successors and assigns, then the Grocery Restriction and the Additional Use Restriction shall continue to apply to the CWH Property and Lumry and CWH shall each grant the construction easements provided for herein, which shall remain in full force and effect. In the event the CWH Contract is terminated, then Lumry and Regency shall each grant the construction easements provided for herein, which shall remain in full force and effect (subject, however, to the terms of the Regency Contract, as and to the extent amended hereby), and Lumry shall also have the obligations set forth in Section 1.7 above

9. <u>CWH's Knowledge</u>. CWH acknowledges that it has received and reviewed a copy of the Regency Contract and is aware of the rights and obligations of Lumry thereunder and is aware of certain obligations being assumed by CWH under this Agréement.

10 <u>Invalidity, Modification, and Signing</u>. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, void or unenforceable in any respect, such provisions shall be deemed modified so as to constitute a provision conforming as nearly as possible to such invalid, illegal, void or unenforceable provision while still remaining valid and enforceable; and the remaining terms and provisions contained herein shall not be affected thereby.

Ihree Party Agreement (Eric, Colorado) -

Page 12 Colt

11. <u>Survival of Obligations</u>. The parties' respective obligations under this Agreement shall survive CWH's acquisition of the CWH Property and Regency's acquisition of the Regency Property.

12. <u>Continued Effect of Regency Contract: No Release of Lumry</u>. The Regency Contract remains and shall remain in full force and effect and shall not be amended, modified or otherwise affected by this Agreement except to the extent a provision of this Agreement is expressly stated to amend or modify the Regency Contract. Additionally, nothing herein shall release Lumry from any of its obligations under the Regency Contract (even those that are assumed by CWH).

13. <u>No Right to Enforce Regency Contract</u>. CWH is not a third party beneficiary of the Regency Contract and shall have no right to enforce any provision of the Regency Contract against Regency.

14. <u>Notices</u> All notices or other communications hereunder shall be in writing, shall be dated with the current date, shall be signed by the party extending such notice or other communication and shall be deemed to be duly received (i) on the date given or delivered personally or by courier, overnight delivery, or telecopy; or (ii) three days after the date mailed, if mailed by register or certified mail, return receipt requested, to a party at the address hereinbefore set forth or such other address as a party shall designate by notice to all other parties hereto

15. <u>Waiver</u> No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

16. <u>Counterparts</u>. This Agreement may be signed and executed in multiple counterparts, each one of which may be signed by one or more parties hereto. When two or more counterparts have been signed by all parties hereto, all of such counterparts taken collectively shall constitute a single agreement. None of the parties hereto shall be bound by the terms hereof until all parties have signed a single document or counterparts hereof.

17. <u>Good Faith</u>. All parties agree to cooperate and act in good faith to accomplish the intent of this Agreement hereunder

18. <u>Default/Remedies</u> - Without limiting any rights and remedies the parties may have under the Regency Contract and/or the CWH Contract, respectively, each party hereto may enforce its rights hereunder by such remedies as are available at law or in equity, including, without limitation, the right to enforce specific performance

19. <u>Further Actions</u>. From time to time as requested by the parties hereto, the other parties shall cause to be executed and delivered all such documents and instruments and shall take, or cause to be taken, such further or other actions as the other parties may reasonably deem necessary or desirable to consummate the transactions contemplated hereby.

20. <u>Amendments</u> This Agreement may not be amended, modified or terminated except by an instrument signed by all the parties hereto, unless expressly provided herein.

21. <u>Governing Law</u> This Agreement shall be construed, enforced and governed by the laws of the State of Colorado.

22. <u>Time of Essence – Performance</u>. Time shall be of the essence with respect to performance of the parties hereto of their respective obligations hereunder.

Three Party Agreement (Eric, Colorado) -

1439875.17

23. <u>Lumry Reimbursement of Regency Attorneys Fees</u>. Lumry will reimburse Regency \$5,000 if and when the CWH contract closes and \$5,000 if and when the Regency Contract closes and Regency has paid its purchase price. Otherwise, Lumry shall have no obligations for anyone's attorney fees. The Regency Contract is hereby amended to include the foregoing obligation of Lumry as a covenant of Lumry under the Regency Contract which shall survive the termination of this Agreement and the termination of the Regency Contract. Regency may enforce said obligation against Lumry by any means available at law or in equity.

#### [Signature Pages Immediately Follow.]

IN WIINESS WHEREOF, this Agreement has been executed as of the date first written above.

LUMRY:

ESTATE OF ELLEN R. LUMRY

Bv:

Charles Robert Travis Personal Representative

STATE OF <u>COLORADO</u> COUNTY OF <u>BOULDER</u> SS:

The foregoing instrument was acknowledged before me this <u>22</u><sup>rd</sup>day of <u>August</u>, 2006, by <u>Charles Robert Transs</u>, the <u>Personal Representative</u> of <u>the Estate of Ellen</u> h. <u>Lanny</u>, on behalf of said <u>Costate</u>.

IN WITNESS WHEREOF I have bereunto set my hand and official seal.

Notary Public



Convission Expires: 10/17/2006

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

# BUYER:

CW HOLDINGS, LC,

By Manager

STATE OF OKlayona SS:

The foregoing instrument was acknowledged before me this  $\underline{\lambda}$  day of <u>Mugust</u>, 2006, by <u>Qan Cosky</u>, the Manager of CW Holdings, LC, on behalf of said company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Coalonan



IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

# **BEGENCX**:

REGENCY REALTY GROUP, INC.,

35. 11CE 8 24 10415 Title: Name: \_ NJANANS 47 MJ By;

COUNTY OF DIMME :SS \_ STATE OF Colorado

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of <u>Macual</u>, 2006, by Snowden Leftwich, the Senior Vice President of Regency Realty Group, Inc. a Florida corporation, on behalf of the corporation.

IN WITNESS WHHREOF I have herenato set my hand and official seal.

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Three Party Agreement (Eric, Colorado) -

#### EXHIBIT A

#### The Regency Property

A parcel of land located in the Northeast Quarter of Section 24, Township 1 North, Range 69 West of The 6<sup>th</sup> P M, County of Boulder, State of Colorado, being more particularly described as follows:

Considering the South line of said Northeast quarter of Section 24 as bearing North 89°30'22" West, between and the East quarter corner of said Section 24, being a found #5 rebar with a 2 1/2" aluminum cap, illegible, and the Regency Property quarter corner of said Section 24, being a found #5 rebar with a 2 1/2" aluminum 1/2" brass cap, stamped "Ctr Section 24, LS 5415" with all bearing contained herein being relative thereto:

COMMENCING at said East quarter corner of Section 24, thence North 89°30'22" West, a distance of 30.00 feet; thence North 00°30'30" East, a distance of 70.01 feet to a point on a tract of land described at Reception No 2764453, recorded with the County of Boulder, said point also being the POINT OF BEGINNING; thence along the Northerly line of a tract at Reception No 2764453, said line also being the Northerly right-of-way line of Leon A. Wurl Parkway, North 89°30'22" West, a distance of 890.00 feet; thence North 00°30'30" West, a distance of 950.00 feet; thence South 89°30'22" East, a distance of 890.00 to a point on the Westerly right-of-way line of County Line Road; thence along said Westerly right-of-way line South 00°30'30" East, a distance of 950 000 feet to the POINT OF BEGINNING.

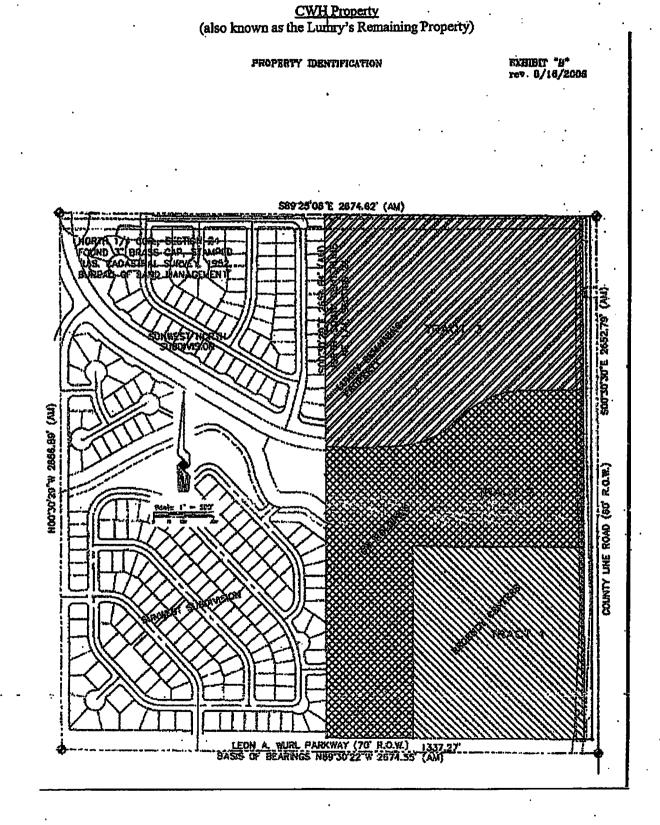
11

Containing 845,371 square feet or 19.407 acres of land, more or less

Three Party Agreement (Eric, Colorado) -

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# EXHIBIT B

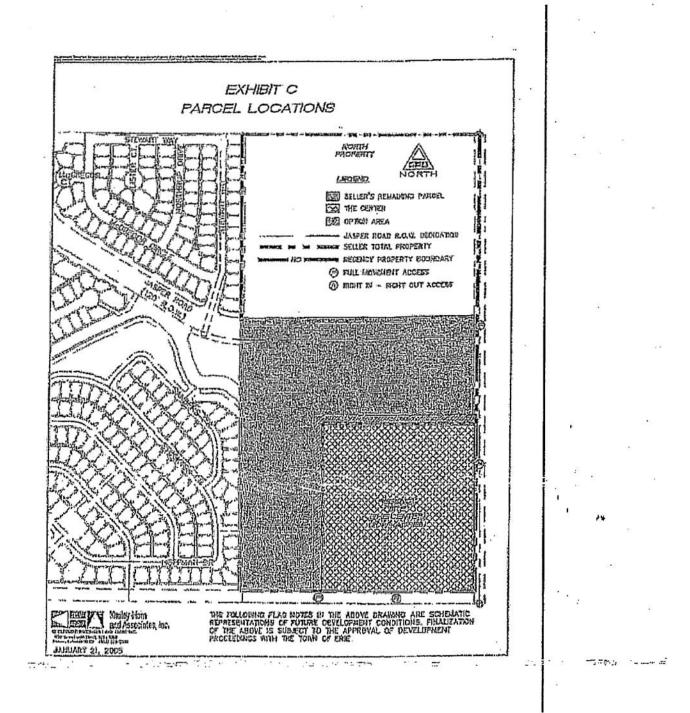
Three Party Agreement (Erie, Colorado) -

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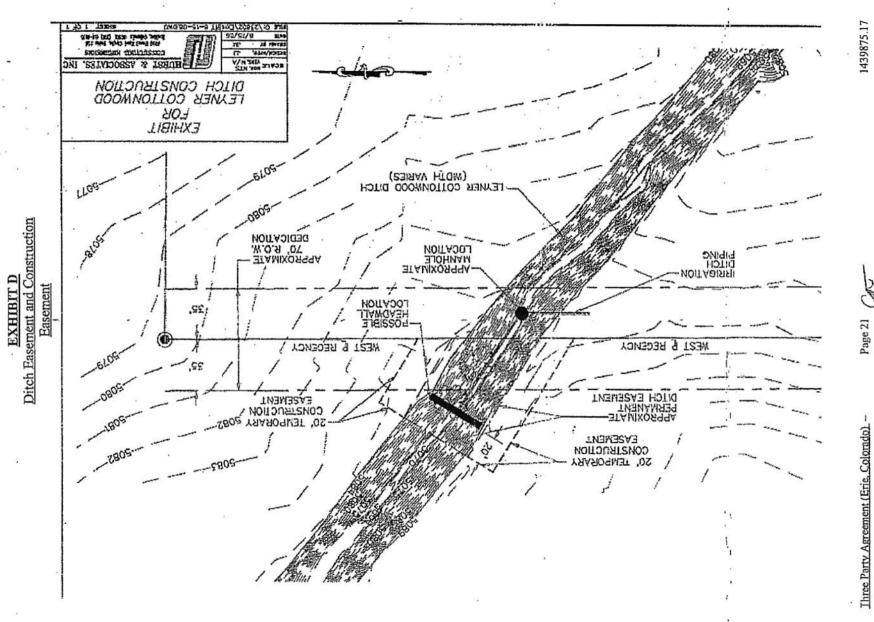
# EXHIBIT C

### Lumry's Total Property



Three Party Agreement (Erie, Colorado) -

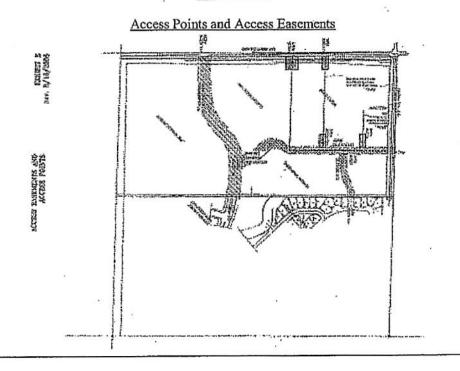
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# EXHIBIT E



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Ihree Party Agreement (Erie, Colorado) -

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# OKLAHOMA Secretary of State Electronic Filing

### Annual Certificates

Document Number 25315690002 Submit Date - 9/2/2014

Pursuant to Title 18, Oklahoma Statutes, Section 2055.2, every domestic limited liability company and every foreign limited liability company registered to do business in this state shall file an Annual Certificate each year in the Office of the Secretary of State. The certificate shall confirm it is an active business and must include its principal place of business address.

The name of the limited liability company is: GRANDWOOD ASSISTED LIVING, L.C.

If different, the name under which the limited liability company was registered in the state of Oklahoma:

The state or other jurisdiction of its formation: OK

Is the Limited Liability Company active? YES

The address of the principal place of business address, wherever located: 2001 SUNRISE BLVD GROVE, OK 74344 USA Email: Tami@mlcconsult.COM

The annual certificate is due on the **anniversary date of each year** and will have a fee of **\$25.00**.

A limited liability company that neglects, refuses, or fails to file the annual certificate within sixty (60) days after the date due shall cease to be in good standing as a domestic limited liability company or registered as a foreign limited liability company in this state.

Signature of Member or Manager:

I hereby certify that the information provided on this form is true and correct to the best of my knowledge and by attaching the signature I agree and understand that the typed electronic signature shall have the same legal effect as an original signature and is being accepted as my original signature pursuant to the Oklahoma Uniform Electronic Transactions Act, Title 12A Okla. Statutes Section 15-101, et seq.

Signature: MARY YOUNT Title: MANAGER

# ALTA/NSPS LAND TITLE SURVEY

PROPERTY DESCRIPTION

Tract B, Ranchwood Minor Subdivision, County of Boulder, State of Colorado

#### BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the East line of the Northeast Quarter of Section 24, T.1N., R.69W., as bearing South 00'30'4" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2652.79 feet with all other bearings contained herein relative thereto.

SCHEDULE B EXCEPTIONS

specified 649224.

(NOT PLOTTABLE)

LEGEND

E ELECTRIC BOX

WATER MARKER

REFLECTOR POST

EDGE OF ASPHALT

FLOWLINE

---- SECTION LINE

SCALE IN FEET SCALE: 1"=100"

\_\_\_\_

\_ \_ \_ \_

100

TOP OF BANK

FENCE LINE

EASEMENT LINE

BOUNDARY LINE

200

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certifice shown hereon. (13-80-105 C.R.S. 2012)

#### SURVEYOR'S NOTES

- 1. Property Address: No address posted.
- The subject property is in flood zone "X", "areas determined to be outside the 0.2% annua chance flood plain" per FEMA flood map 08013-C-0441-J revised December 18, 2012.
- 3. No observable evidence of earth moving work, building construction or building additions within
- 4. No buildings existing on the surveyed property.

SURVEYOR'S CERTIFICATE

- To: CAP Acquisitions, LLC, A Washington limited liability company Legacy Bank, an Oklahoma state banking company Chicago Title Insurance Company Inland Group

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointy established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, & 16 of Table A thereof. The field work was completed on February 26, 2016. Date of Plat or Map: August 1, 2016

PRELIMINARY

Steven Parks — On Behalf Of King Surveyors Colorado Licensed Professional Land Surveyor #38348

This survey does not constitute a title search by King Surveyors to determine ownership or essements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 097-0201795-058-LGA mendment No. 1, dated uJuly 20, 2016 at 7:00 a.m., as prepared by Chicago Title Insurance Company to delineate the aforearial preparation of the second second

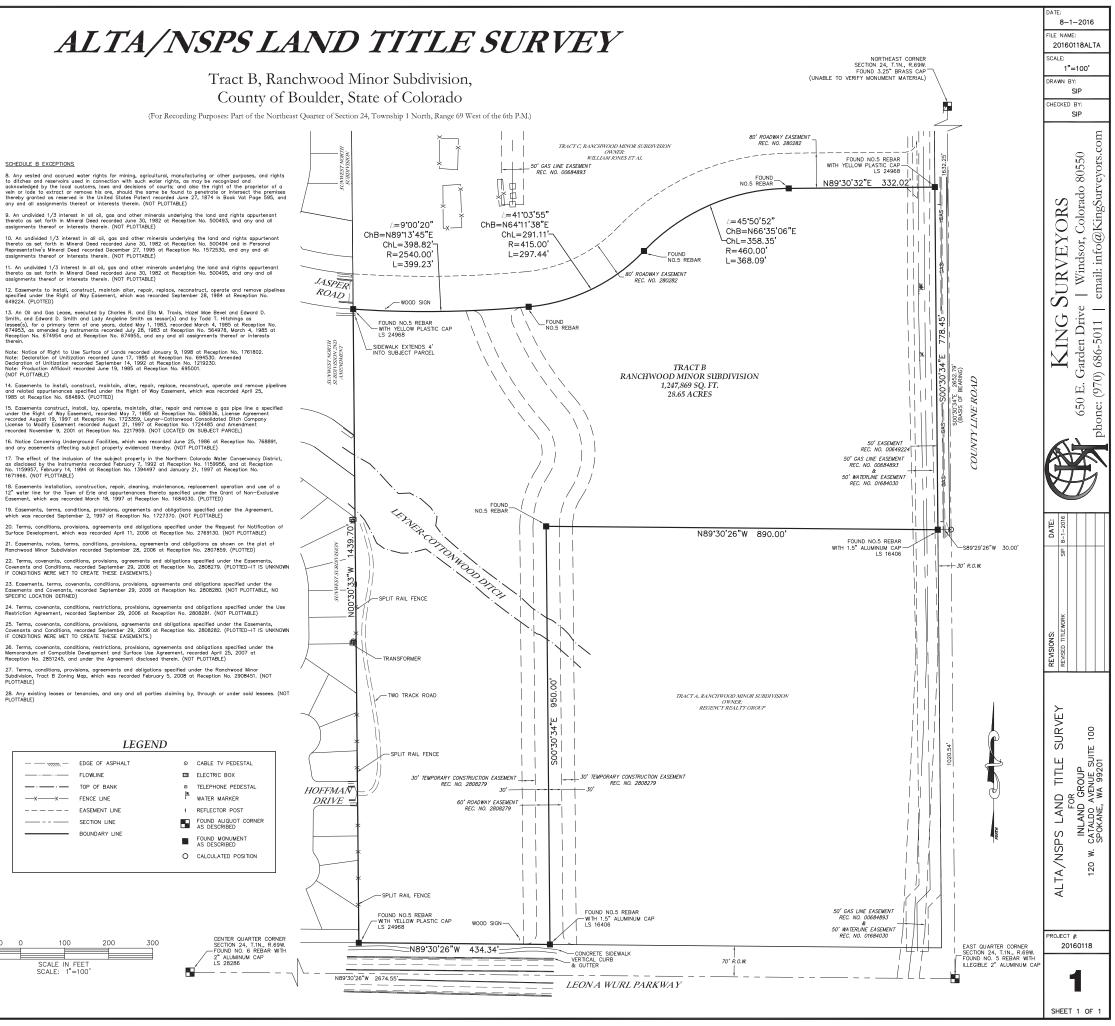
t this certificate does not extend to any unnamed parties or the successors and/or assigns Acquisitions, LLC, A Washington limited liability company, Legacy Bank, an Oklahoma state king company, Chicago Title Insurance Company

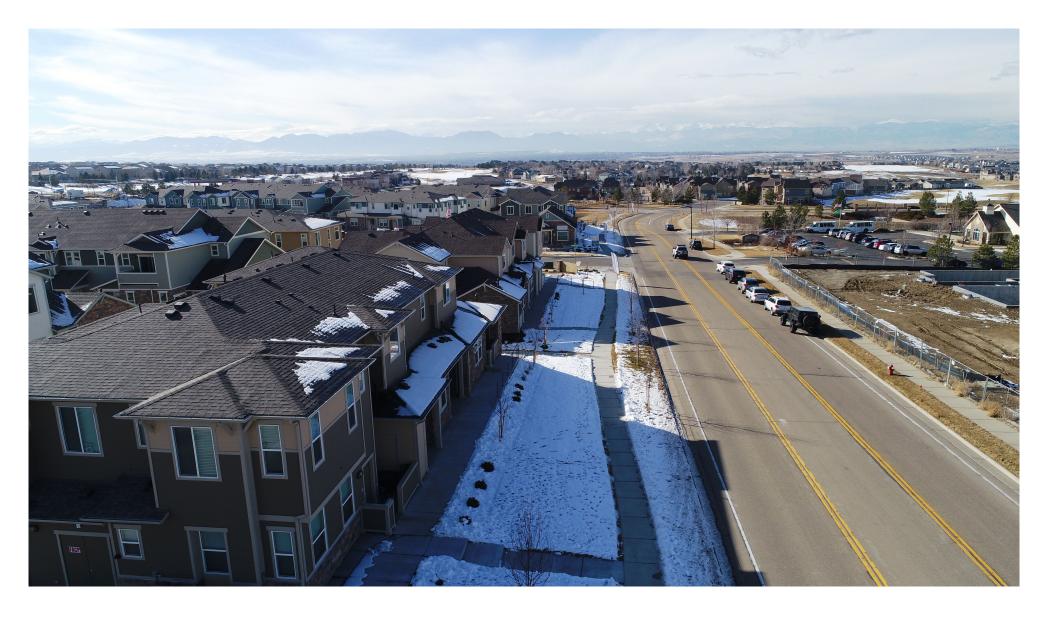


VICINITY MAP

Tract B, Ranchwood Minor Subdivision, County of Boulder, State of Colorado

(For Recording Purposes: Part of the Northeast Quarter of Section 24, Township 1 North, Range 69 West of the 6th P.M.)









prepared by

Enertia Consulting Group, LLC 1529 Market Street, Suite 200 Denver, CO 80202



# Phase I Drainage Report Tract B, Ranchwood Minor Subdivision



## **ENGINEER'S CERTIFICATION**

"I hereby certify that this Phase I Drainage Report for the design of Tract B, Ranchwood Minor Subdivision was prepared by me (or under my direct supervision) in accordance with the provisions of the Town of Erie Standards and Specifications for Design and Construction for the owners thereof. I understand that the Town of Erie does not and will not assume liability for drainage facilities designed by others, including the designs presented in this report."

Shawn C. Merz, PE State of Colorado Registration No. 41241 For and on Behalf of Enertia Consulting Group

# TOWN ACCEPTANCE

This report has been reviewed and found to be in general compliance with the Town of Erie Standards and Specifications for Design and Construction and other Town requirements. THE ACCURACY AND VALIDITY OF THE ENGINEERING DESIGN, DETAILS, DIMENSIONS, QUANTITIES, AND CONCEPTS IN THIS REPORT REMAINS THE SOLE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

Accepted by: \_\_\_\_\_ Deputy Public Works Director

Date: \_\_\_\_\_

# TABLE OF CONTENTS

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## APPENDIX A – DRAINAGE MAP

- Pre-Development Drainage Map
- Post-Development Drainage Map

# APPENDIX B – REFERENCE DOCUMENTS

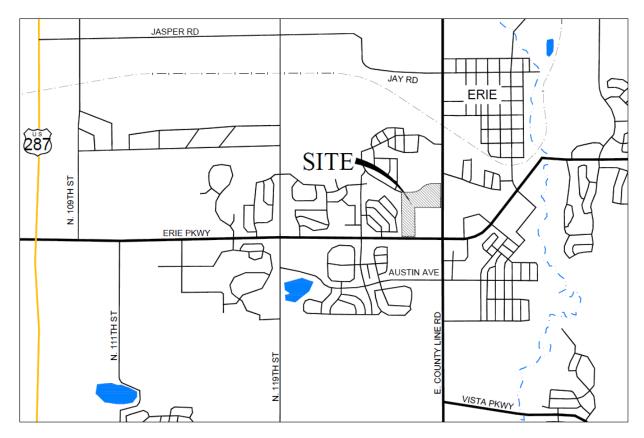
- Site Plan
- FIRM Map
- ALTA SURVEY
- Soils Map

# **1. GENERAL LOCATION AND DESCRIPTION**

# A. Site Location

The project site is Tract B within the Ranchwood Minor Subdivision, located in the northeast quarter of Section 24, Township 1 North, Range 69 West of the 6<sup>th</sup> Principal Meridian, Town of Erie, Count of Boulder, State of Colorado. The project is bounded to the north by the Creekside Subdivision, E. County Line Road to the east, Erie Parkway to the south, and the Sunwest Subdivision to the west.

## Tract B, Ranchwood Minor Subdivision Vicinity Map



# **B.** Description of Property

The site that the proposed Ranchwood Development will be within consists of 76.88 acres. The proposed Ranchwood project will occur within Tract B of the site and consists of 28.65 acres. The developed Tract B will consist of 220 multi-family units and six pads for future commercial use. The current zoning for Tract B is Community Mixed Use (CMU). The proposed zoning consists of 22.20 acres as Medium Density Residential (MR) and 6.45 acres as Community Commercial (CC). A total of 220 units results in the proposed Medium Density Residential zoning area results in a density of 10 dwelling units/acre. In the existing conditions, the site is gently sloping from southwest to northeast at an average slope of roughly 3%. Existing ground cover consists of natural grasses. There are no wetlands on the proposed site. Existing soil

conditions consist of Ascalon sandy loam (81.6%) and Manter sandy loam (17.1%). Ascalon sandy loam is hydrologic group B while Manter sandy loam is hydrologic group A.

There are two 50' gas and utility easements located on the east side of Tract B along County Line Road. A 60' roadway easement as well as a 30' temporary construction easement run along the western boundary of Tract B and Tract A to the northern property line of Tract B. An 80' roadway easement runs along the northern property line of Tract B. The pre-development conditions map has been provided in Appendix A of this report as well as the ALTA Survey included in Appendix B.

# 2. DRAINAGE BASINS

# A. Major Basin Description

The project is located within the FEMA Floodplain Panel 08013C0441J. The FIRM Index notes this panel as having "\*NO SPECIAL FLOOD HAZARD AREAS IDENTIFIED". Therefore the project is clear of any floodplain hazards. The project will discharge to a proposed water quality and detention pond on the eastern side of Tract B adjacent to E. County Line Rd. The



lowest elevation of Tract B is 5,065' on the east side of Tract B. The proposed detention pond will be privately owned and maintained. The existing site is not irrigated. Currently, the proposed site is vacant. This project, Tract B Ranchwood Minor Subdivision, will include drainage infrastructure for 220 multi-family residential units as well as six graded pads for future commercial development. Water quality for this project will be provided in the proposed detention pond.

# **B. Sub-Basin Description**

# Pre Development Basins (Figure 1)

## Basin A1

Basin A1 is located along the northern property line of the site and consists predominantly of Tract C (off site). Basin A1 consists of 28 acres that is currently undisturbed native grasses with an imperviousness of 2% and moderate slopes averaging 3%. Existing drainage patterns for Basin A1 consist of the basin sheet flowing northeast towards a depression at the northeast corner of the site where the associated runoff settles.

## Basin A2

Basin A2 is located in the center of the site and consists predominantly of Tract B (on site). Basin A2 consists of 25.5 acres that is currently undisturbed native grasses with an imperviousness of 2% and moderate slopes averaging 3%. Existing drainage patterns for Basin A2 consist of the basin sheet flowing east towards a depression at the eastern corner of the site where the associated runoff settles.

## Basin A3

Basin A3 is located in the southeastern corner of the site and within Tract A (off site). Basin A3 consists of 7 acres that is currently undisturbed native grasses with an imperviousness of 2% and moderate slopes averaging 3%. Existing drainage patterns for A3 consist of the basin sheet flowing to the existing grate inlet in the southeastern corner of the property at the termination of the Leyner Cottonwood Number 1 Ditch, although Basin A3 does not enter the ditch itself.

## Basin A4

Basin A4 is located in the southwest corner of the site and within Tract A and Tract B. Basin A4 consists of 15 acres that is undisturbed native grasses with an imperviousness of 2% and moderate slopes averaging 3%. Existing drainage patterns for A4 consist of the basin sheet flowing northeast into the Leyner Cottonwood Number 1 Ditch which ultimately outfalls into the existing grate inlet at the corner of E County Line Rd and Erie Pkwy.

## Post Development Basins (Figure 2)

## Basin B1

Basin B1 is located along the northern property line of Tract C and consists of 25.70 off-site acres. In the developed condition, this basin will consist predominantly of open space that will be undisturbed and will maintain the existing drainage patterns. A portion of the basin will include the extension of Jasper Rd from the Sunwest Residential Subdivision to E County Line Rd. The imperviousness is anticipated to be 5% with the majority of the property maintaining the existing slope of 3%.

## Basin B2

Basin B2 consists of 16.71 predominantly on site acres along the eastern side of Tract B that currently is comprised of native grasses. In the developed condition, this basin will consist of four pads for future commercial use, residential units and associated roadway/parking infrastructure, open space park and the proposed detention pond to support the Ranchwood development. The imperviousness is anticipated to be 75% with slopes not exceeding 5%. Based on existing topography, a small portion of the basin consists of flows from Tract A and Tract C that will be included in the drainage infrastructure design. Runoff for Basin B2 will be routed through the proposed detention pond that will provide water quality and detention requirements for the project.

## Basin B3

Basin B3 consists of 7.75 predominantly on site acres along the western side of Tract B that currently is comprised of native grasses. In the developed condition, this basin will consist of residential units and associated roadway/parking infrastructure as well as a portion of the Jasper Rd connection to the existing Jasper Rd from the Sunwest Residential Subdivision. The imperviousness is anticipated to be 75% with slopes not exceeding 5%. Based on existing topography, a small portion of Basin B3 is from offsite Tract A and will incorporated into the drainage infrastructure design. Runoff for Basin B3 will flow southeast into drainage infrastructure that will route the storm water through the proposed detention pond within Basin B2.

## Basin B4

Basin B4 is located along the eastern property line of Tract A and consists of 10.14 off-site acres. Basin B4 is comprised of native grasses and will remain unchanged from its predevelopment state with the development of Ranchwood. Basin B4 has an imperviousness of 2% with moderate slopes average 3%. Runoff from Basin B4 sheet flows southeast towards E County Line Rd until ultimately out falling into the existing grate inlet located at the intersection of Erie Parkway and E County Line Rd and at the termination of the Leymer Cottonwood Number 1 Ditch.

## Basin B5

Basin B5 is located along the southern property line of Tract A and consists of 6.43 off-site acres. Basin B5 is comprised of native grasses and will remain unchanged from its predevelopment state with the development of Ranchwood. Basin B5 has an imperviousness of 2% with moderate slopes average 3%. Runoff from Basin B5 sheet flows northeast into the Leymer Cottonwood Number 1 Ditch until ultimately out falling into the existing grate inlet located at the intersection of Erie Parkway and E County Line Rd and at the termination of the Leymer Cottonwood Number 1 Ditch.

### Basin B6

Basin B6 consists of 8.81 on site acres located in the southwest corner of Tract B that currently is comprised of native grasses. In the developed condition, this basin will consist of two pads for future commercial use, residential units and associated roadway/parking infrastructure. The imperviousness is anticipated to be 75% with slopes not exceeding 3%. Runoff for Basin B2 will be routed through the proposed detention pond that will provide water quality and detention requirements for the project.

# 3. DRAINAGE FACILITY DESIGN

# A. General Concept

Existing drainage patterns for the site consists of approximately 22 acres at the southern end of the site flowing into Leyner Cottonwood Number 1 Ditch and out falling to the existing gate inlet in the southeast corner of the property. The remaining 53.5 acres of the site (Basins A1 and A2) sheet flow northeast towards depressions along E County Line Rd.

With the development of Tract B, Ranchwood Minor Subdivision, approximately 16.50 acres of the southern property will remain unchanged from the pre development drainage patterns and will continue to flow into Leyner Cotton Number 1Ditch (Tract A) and outfall to the existing grate inlet in the southeast corner of the property. 5.43 acres that entered the drainage ditch in the pre development phase will now enter the storm drainage system associated with the project. Additionally, the portion of Leyner Cottonwood Number 1 Ditch that is within the proposed Ranchwood development will need to be routed through a box culvert until returning to its natural state within Tract A, east of the Ranchwood development. The majority of the runoff associated with pre-development basin A2 will be routed through the storm drainage system associated with the project. Runoff associated with pre-development basin A1 will continue to predominantly maintain its drainage patterns of flowing northeast. Due to the lack of drainage infrastructure along the eastern property line of the site (E County Line Rd), additional drainage infrastructure may be necessary with the development of the Jasper Rd connection.

The storm drainage system associated with the development of Tract B, Ranchwood Minor Subdivision will include inlets and RCP throughout the project that will outfall to one detention pond located on the eastern side of Tract B that is located at the existing low point of the property to maintain existing drainage patterns. The proposed detention pond will have an outlet structure and will be designed per the Town of Erie "STANDARDS AND SPECIFICATIONS FOR DESIGN AND COSNTRUCTION OF PUBLIC IMPROVEMENTS, 2018 Edition" and Urban Drainage and Flood Control District (UDFCD) for post develop flow rates, detention requirements, and water quality requirements. Ultimately, the outfall for the pond will be routed along E County Line Rd to the existing grate inlet in the southeast corner of the property at the termination of the Leyner Cottonwood Number 1 Ditch. The post development state of the site will not adversely impact the existing outfall for Leyner Cottonwood Number 1 Ditch or any downstream drainage facility due to the design requirement of the post development flow rate being less than the pre development flow rate for the developed Ranchwood site.

## **B. Specific Details**

For final design, the inlet and street capacities will be sized using the Urban Drainage and Flood Control District Street Capacity and Sizing spreadsheet. The inlets will be spaced to meet the Town of Erie Design Criteria. The storm sewer pipes will be sized for the 100-year event using manning's equation assuming a coefficient of 0.015 for RCP pipe. The proposed detention pond will be designed to withhold a 100-yr storm per the Urban Drainage and Flood Control District Design Criteria. The outlet structure will be designed per Town of Erie and UDFCD standards to meet post development flow rate requirements as well as water quality requirements. The proposed detention pond will be privately maintained and easements will be provided for any storm drainage infrastructure located within the public right-of-way.

# 4. SUMMARY

The proposed Tract B, Ranchwood Minor Subdivision mixed use development will fall within the drainage guidelines outlined in the Town of Erie Standards and Specification as well as the previous drainage studies. The proposed development will construct a storm sewer system to convey runoff to the proposed detention pond located on the eastern side of Tract B. The proposed detention pond will be designed in accordance with Town of Erie Standards and Specifications and will have no adverse impacts to the existing drainage infrastructure or any downstream drainage infrastructure.

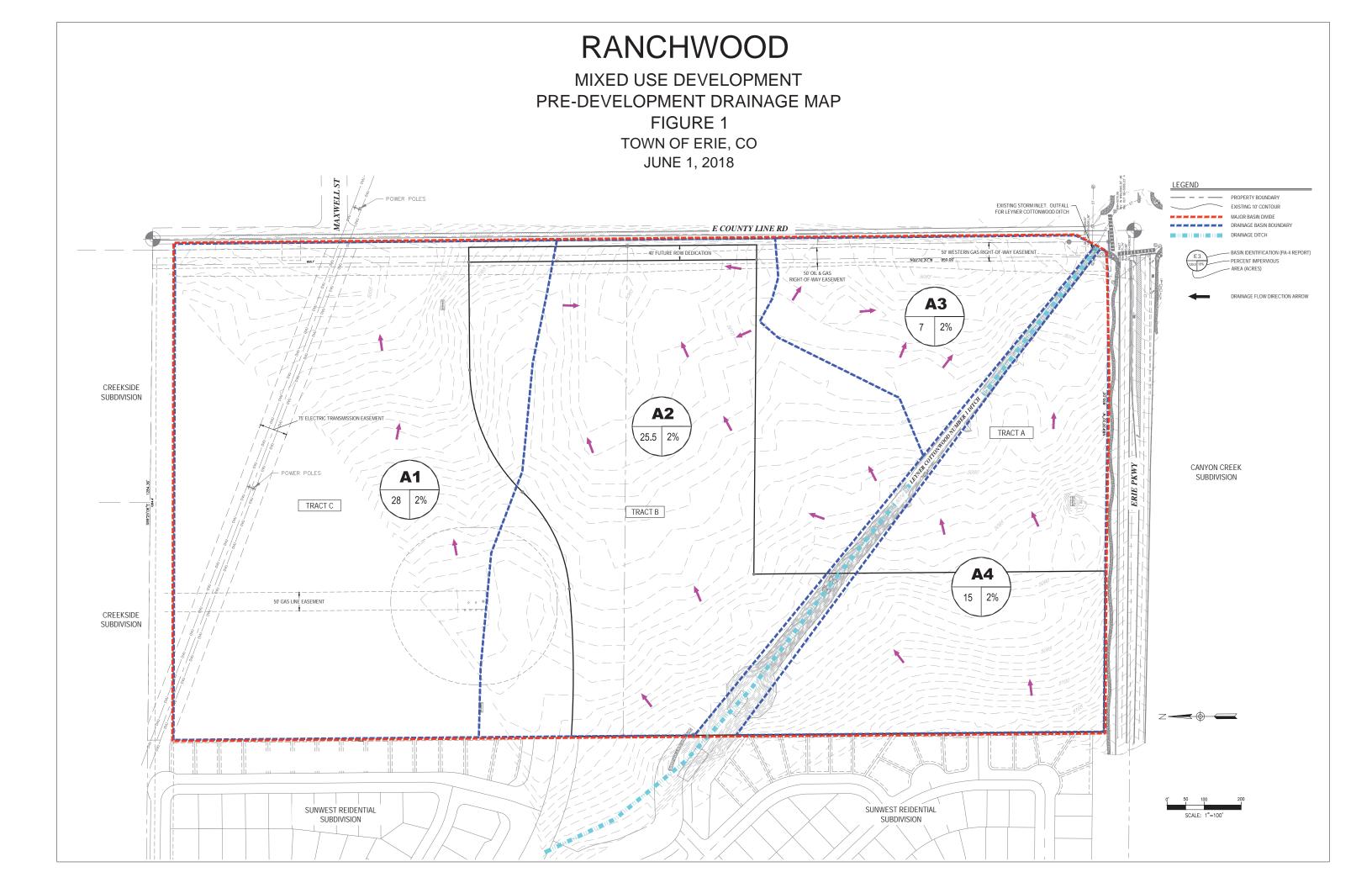
# 5. REFERENCES

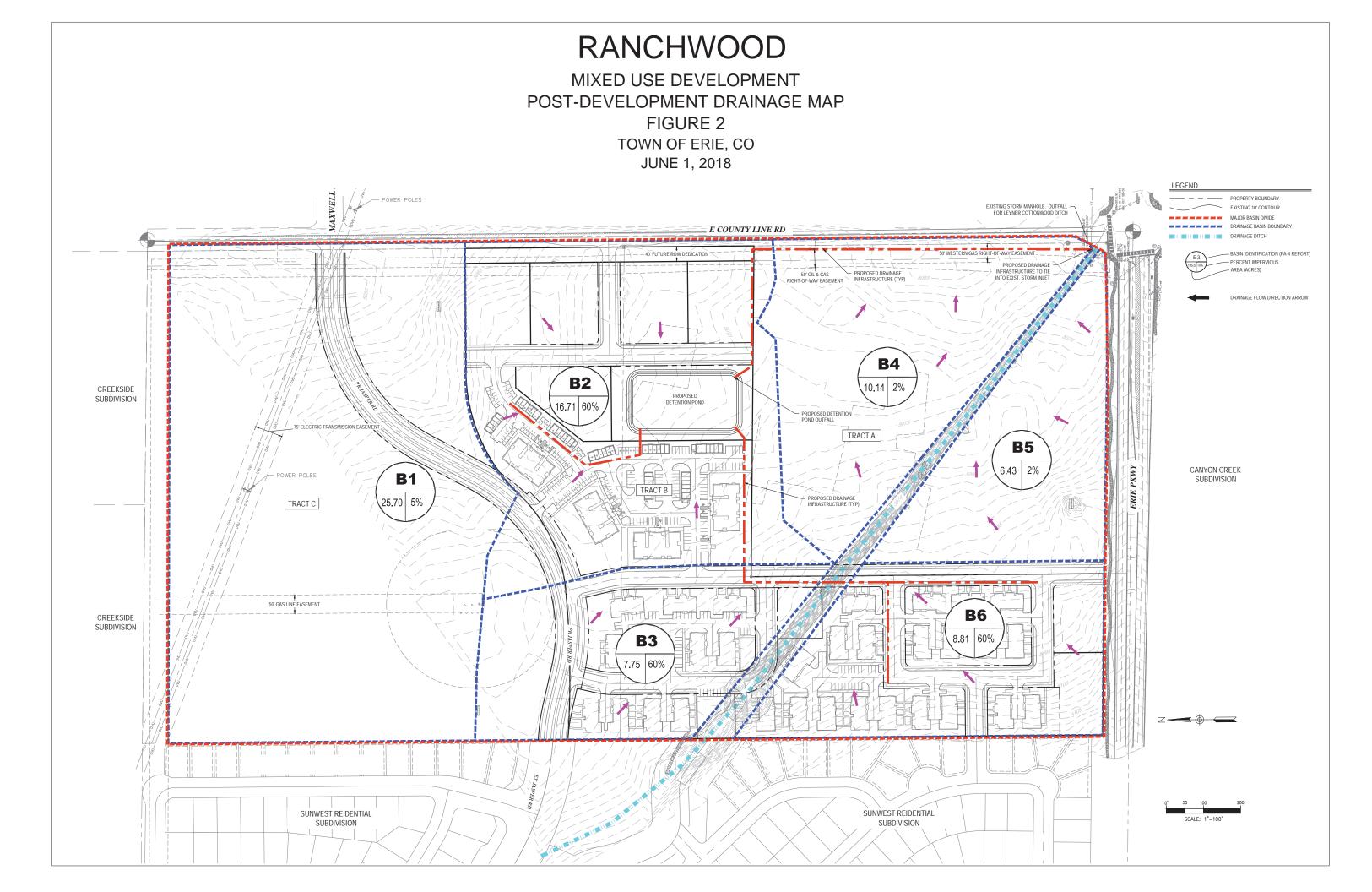
STANDARDS AND SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS, Town of Erie, Colorado, 2018 Edition.

URBAN STORM DRAINAGE CRITERIA MANUAL, VOLUME 1, 2 & 3., UDFCD, Denver, Colorado, Revised April 2008.

# **APPENDIX A**

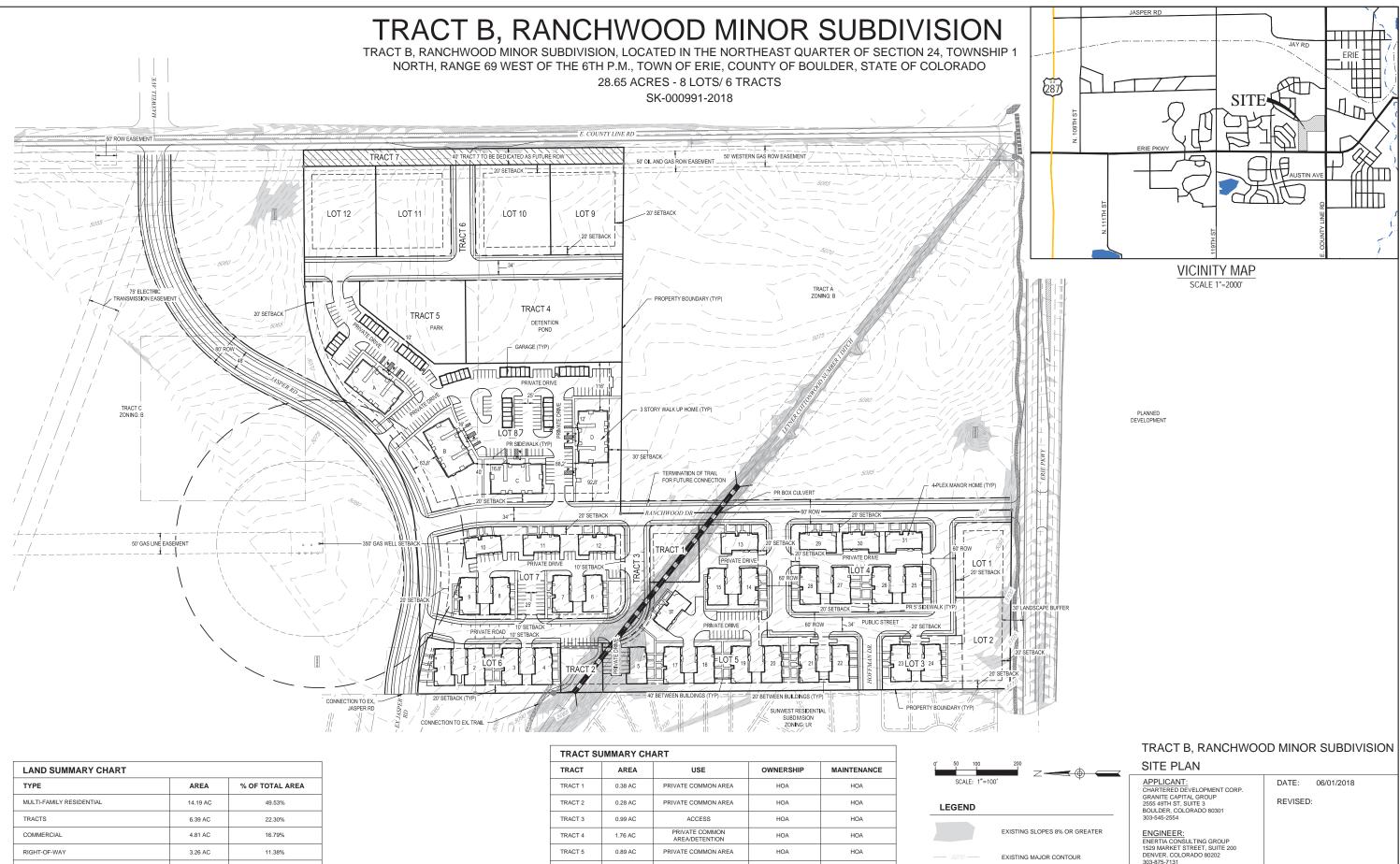
Drainage Maps





# **APPENDIX B**

**Reference Documents** 



LAND SUMMARY CHART					
ТҮРЕ	AREA	% OF TOTAL AREA			
MULTI-FAMILY RESIDENTIAL	14.19 AC	49.53%			
TRACTS	6.39 AC	22.30%			
COMMERCIAL	4.81 AC	16.79%			
RIGHT-OF-WAY	3.26 AC	11.38%			
TOTAL	28.65 AC	100%			

TRACT SUMMARY CHART					
TRACT	AREA	USE	USE OWNERSHIP		
TRACT 1 0.38 AC PRIVATE COMMON AREA HO			HOA	HOA	
TRACT 2 0.28 AC PRIVATE COMMON AREA		HOA	HOA		
TRACT 3			HOA	HOA	
TRACT 4			HOA	HOA	
TRACT 5         0.89 AC         PRIVATE COMMON AREA           TRACT 6         1.37 AC         ACCESS		PRIVATE COMMON AREA	HOA	НОА	
		HOA	НОА		
TRACT 7	0.72 AC	FUTURE ROW	ERIE	ERIE	

0'	50 SCALE	100 : 1"=10	200 0'	z-
L	EGENI	D		
			EXISTIN	G SLOPES 8

EXISTING MINOR CONTOUR

LANDSCAPE: OUTSIDE L.A., LLC BOULDER, COLORADO 80304 303-517-9256

SHEET 1 OF 5

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Sillivater Elevations tables contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Flooddway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control** structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 13. The **horizontal datum** was NAD 83, GRS 1980 spheroid, Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <u>http://www.ngs.ngaa.gov</u> or contact the National Geodetic Survey at the following address:

NGS Information Services NOAA, NINGS12 National Geodetic Survey SSMC-3, #9202 1315 East-West Highway Silver Spring, Maryland 20910-3282 (301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713- 3242, or visit its website at <u>http://www.ngs.noaa.gov</u>.

Base map information shown on this FIRM was provided by the FEMA Map Service Centerand the Boulder Area Spatial Data Cooperative (BASIC). Additional input was provided by the Town of Erie and the City of Longmont. These data are current as of 2004

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables for multiple streams in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

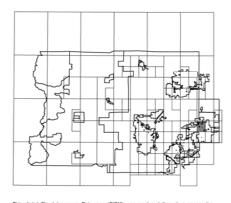
For information on available products associated with this FIRM visit the Map Service Center (MSC) website at <u>http://msc.fema.gov</u>, Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have **questions about this map**, how to order products, or the National Flood Insurance Program in general, please call the FEMA Map Information exchange (FMIX) at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <u>http://www.fema.gov/business/nfip</u>.

Accredited Levee Notes to Users: Check with your local community to obtain more information, such as the estimated level of protection provided (which may exceed the -percent-annual-chance level) and Emergency Action Plan, on the levee system(s) shown as providing protection for areas on this panel. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit the FEMA Website at http://www.fema.gov/business/nfip index.htm

Boulder County Vertical Datum Offset Table					
Flooding Source	Vertical Datum Offset (ft)				
Coal Creek (within Town of Erie)	3.0				
Example: To convert Coal Creek e	elevations to NAVD 88,	3, 3.0 feet were added to the NGVD 29 elevation			

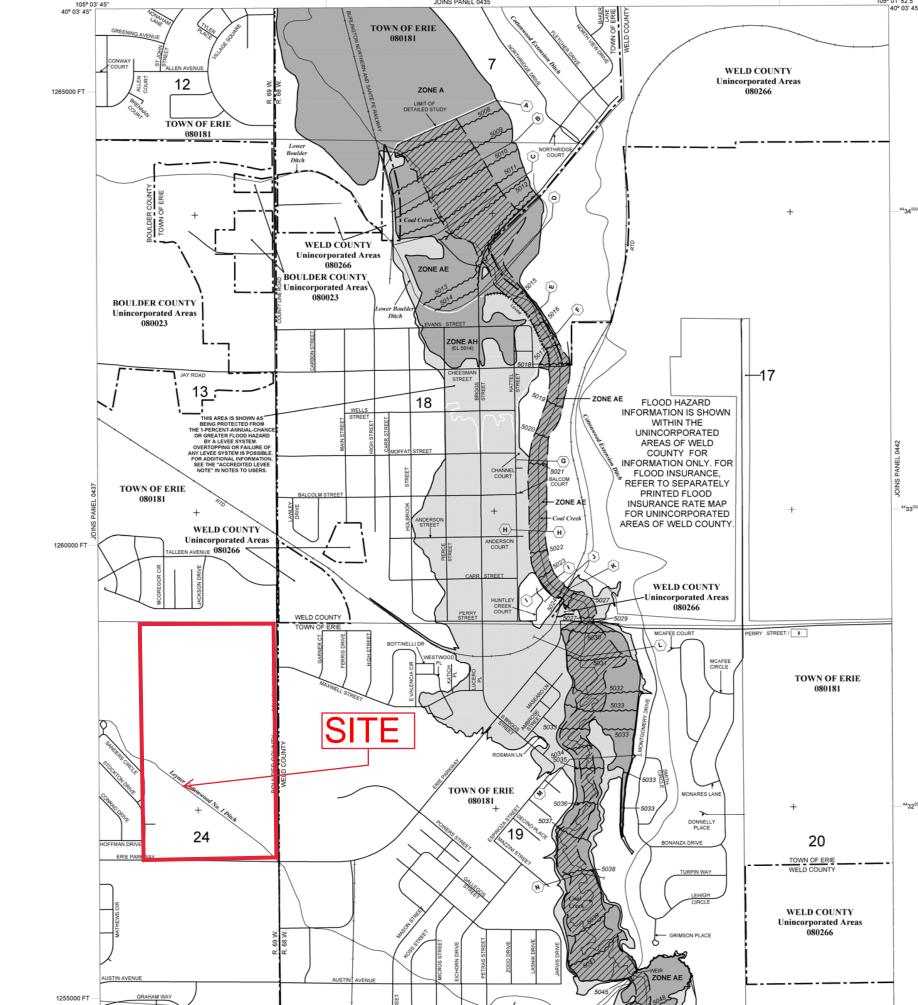
Panel Location Map



This digital Flood Insurance Rate map (FIRM) was produced through a cooperative partnership between the State of Colorado Water Conservation Board, the Uthan Drainage and Flood Control District, and the Federal Emergency Management Agency (FEMA). The State of Colorado Water Conservation Board and the Uthan Drainage and Flood Control District have imgemented a long-term approach of floodplain management to reduce the costs associated with flooding. As part of this effort, both the State of Colorado and the Uthan Drainage and Flood Control District have injoind in Cooperating Technical Partner agreements with FEMA to produce this digital FIRM.

SO FLOOD

40° 01' 52 5"



UNG CO

JOINS PANEL 0443

497000m E

105	40° 03' 45"	a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, RE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface		
		elevation of the ZONE A	1% annual cha	nce flood. ood Elevations determined.
		ZONE AE	Base Flood	Elevations determined.
		ZONE AH	Flood dept determined	hs of 1 to 3 feet (usually areas of ponding); Base Flood Elevations 1.
		ZONE AO	Flood dept depths det	hs of 1 to 3 feet (usually sheet flow on sloping terrain); average ermined. For areas of alluvial fan flooding, velocities also determined.
		ZONE AR	Special Flo	od Hazard Areas formerly protected from the 1% annual chance flood control system that was subsequently decertified. Zone
			AR indicate	from the 1% annual chance or greater flood.
		ZONE A99	Area to be	protected from 1% annual chance flood by a Federal flood system under construction; no Base Flood Elevations determined.
		ZONE V	Coastal flo	od zone with velocity hazard (wave action); no Base Flood Elevations
		ZONE VE	determined Coastal flo	<ol> <li>zone with velocity hazard (wave action); Base Flood Elevations</li> </ol>
			determined	5.
			FLOODWAY	AREAS IN ZONE AE
		encroachment si	the channel of o that the 1% a	a stream plus any adjacent floodplain areas that must be kept free of annual chance flood can be carried without substantial increases in
		flood heights.	070-00	
	<sup>44</sup> 34 <sup>000m</sup> N	ZONE X	OTHER FLO	OD AREAS of 0.2% annual chance flood; areas of 1% annual chance flood with
		20112.11	averag	e depths of less than 1 foot or with drainage areas less than 1 square nd areas protected by levees from 1% annual chance flood.
			OTHER ARE	AS
		ZONE X		letermined to be outside the 0.2% annual chance floodplain.
		ZONE D		n which flood hazards are undetermined, but possible.
			COASTAL B	ARRIER RESOURCES SYSTEM (CBRS) AREAS
				E PROTECTED AREAS (OPAs)
		CBRS areas and		ally located within or adjacent to Special Flood Hazard Areas.
				Floodplain Boundary Floodway boundary
				Floodway boundary Zone D boundary
				CBRS and OPA boundary
				Boundary dividing Special Flood Hazard Areas of different Base
				Flood Elevations, flood depths or flood velocities.
		~~~ 513~ (EL 987)		Base Flood Elevation line and value; elevation in feet* Base Flood Elevation value where uniform within zone; elevation in
				Ease Produ Devadori value where unitorini widini zone, elevadori in feet* ican Vertical Datum of 1988
		~	~	Cross section line
	0442	(A)	~	Transect line
	JNEL	(23) 45" 02" 08", 93		Geographic coordinates referenced to the North American Datum of
	JOINS PANEL 0442	4889 <sup>000m</sup> N		1983 (NAD 83) Western Hemisphere 1000-meter Universal Transverse Mercator grid values, zone 13
	Î	3180000 F	т	5000-foot ticks: Colorado State Plane North Zone (FIPS Zone 0501),
		DX5510		Lambert Conformal Conic projection Bench mark (see explanation in Notes to Users section of this FIRM
			^	panel)
		* M1.5 River Mile MAP REPOSITORY Refer to listing of Map Repositories on Map Index		
		EFFECTIVE DATE OF COUNTYWIDE		
		FLOOD INSURANCE RATE MAP June 2, 1995		
		EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL May 6, 1996 - to incorporate previously issued Letters of Map Revision; to add roads and roads		
		names; and to update corporate limits. October 4, 2002 - to change base flood elevations; to change special flood hazard areas; to change zone designations; to update roads and road names; to reflect updated topographic		
		information; to incorporate previously issued Letters of Map Revision; and to change floodway. December 18, 2012 - to update corporate limits; to update roads and road names; to add Special Flood Hazard Areas previously shown on Town of Erie, Colorado Flood Insurance Rate		
_		Map dated Dece	ember 2, 2004;	and to incorporate previously issued Letters of Map Revision.
				tory prior to countywide mapping, refer to the Community Flood Insurance Study report for this jurisdiction.
		to determine if fl the National Floo	ood insurance od Insurance P	is available in this community, contact your insurance agent or call logram at 1-800-638-6620.
			250	MAP SCALE 1" = 500' 0 500 1000
				0 500 1000 E FEET
			150	0 150 300
			NF	PANEL 0441J
			M	FIRM
			A	FLOOD INSURANCE RATE MAP
	<sup>44</sup> 32 <sup>000m</sup> N			
			6	BOULDER COUNTY, COLORADO
			A CONTRACT	AND INCORPORATED AREAS
			1 17	
			L L	PANEL 441 OF 615
				(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
			NA	CONTAINS:
			11 M	COMMUNITY NUMBER PANEL SUFFIX BOULDER COUNTY 060023 0441 J
			ß	ERIE, TOWN OF 080181 0441 J
	-		l Õ	Notice to User: The Map Number shown below should be used when placing map orders; the
				Community Number shown above should be used on insurance applications for the subject
			رىسى	community.
			, IM	MAP NUMBER
10	40° 01' 52.5" 5° 01' 52.5"			

# ALTA/NSPS LAND TITLE SURVEY

PROPERTY DESCRIPTION

Tract B, Ranchwood Minor Subdivision, County of Boulder, State of Colorado

#### BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the East line of the Northeast Quarter of Section 24, T.1N., R.69W., as bearing South 00'30'4" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2652.79 feet with all other bearings contained herein relative thereto.

SCHEDULE B EXCEPTIONS

specified 649224.

(NOT PLOTTABLE)

LEGEND

E ELECTRIC BOX

WATER MARKER

REFLECTOR POST

EDGE OF ASPHALT

FLOWLINE

---- SECTION LINE

SCALE IN FEET SCALE: 1"=100"

\_\_\_\_

\_ \_ \_ \_

100

TOP OF BANK

FENCE LINE

EASEMENT LINE

BOUNDARY LINE

200

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certifice shown hereon. (13-80-105 C.R.S. 2012)

#### SURVEYOR'S NOTES

- 1. Property Address: No address posted.
- The subject property is in flood zone "X", "areas determined to be outside the 0.2% annua chance flood plain" per FEMA flood map 08013-C-0441-J revised December 18, 2012.
- 3. No observable evidence of earth moving work, building construction or building additions within
- 4. No buildings existing on the surveyed property.

SURVEYOR'S CERTIFICATE

- To: CAP Acquisitions, LLC, A Washington limited liability company Legacy Bank, an Oklahoma state banking company Chicago Title Insurance Company Inland Group

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, & 16 of Table A thereof. The field work was completed on February 26, 2016. Date of Plat or Map: August 1, 2016

PRELIMINARY

Steven Parks — On Behalf Of King Surveyors Colorado Licensed Professional Land Surveyor #38348

This survey does not constitute a title search by King Surveyors to determine ownership or essements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 097-0201795-058-LGA mendment No. 1, dated uJuly 20, 2016 at 7:00 a.m., as prepared by Chicago Title Insurance Company to delineate the aforearial preparation of the second second

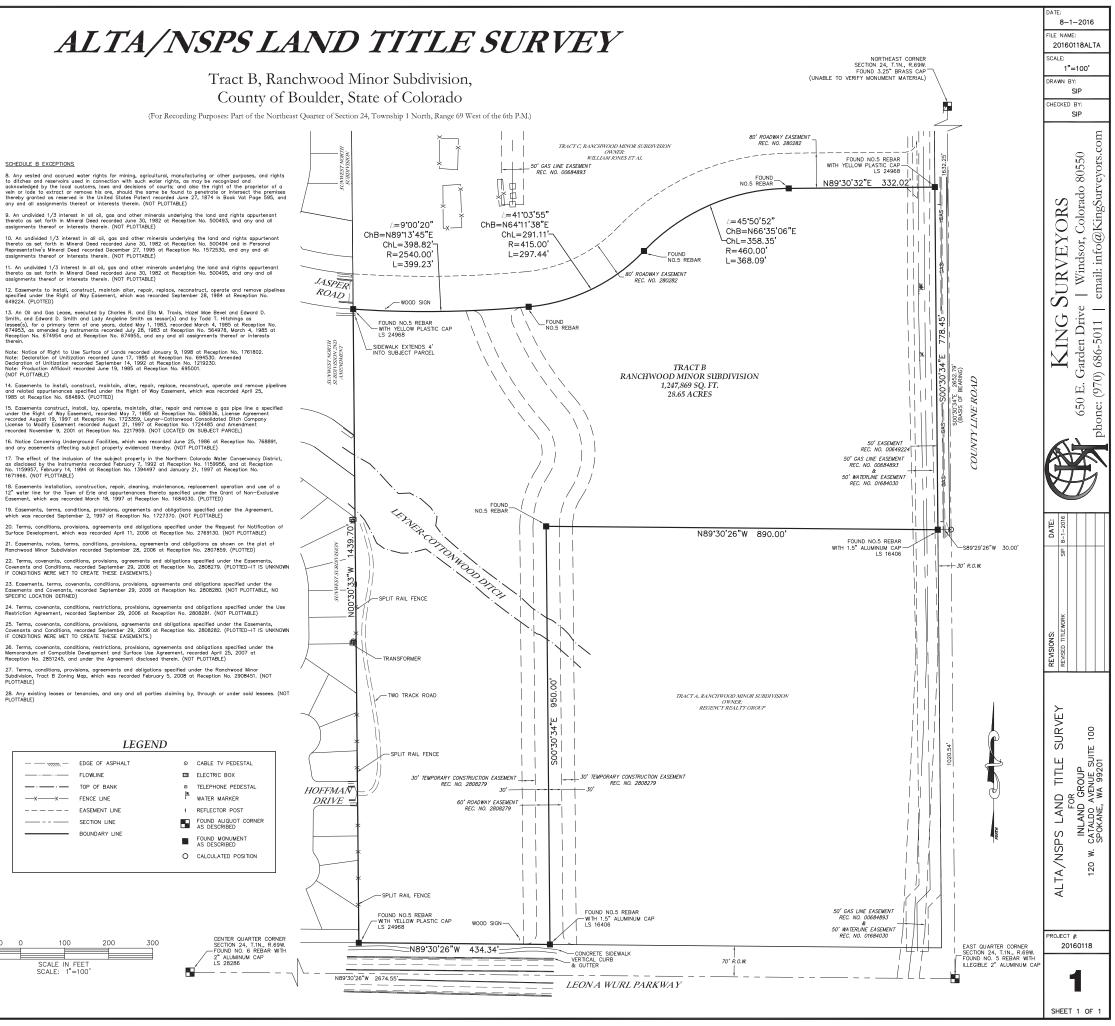
t this certificate does not extend to any unnamed parties or the successors and/or assigns Acquisitions, LLC, A Washington limited liability company, Legacy Bank, an Oklahoma state king company, Chicago Title Insurance Company



VICINITY MAP

Tract B, Ranchwood Minor Subdivision, County of Boulder, State of Colorado

(For Recording Purposes: Part of the Northeast Quarter of Section 24, Township 1 North, Range 69 West of the 6th P.M.)





United States Department of Agriculture

Natural Resources Conservation

Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants Custom Soil Resource Report for Boulder County Area, Colorado; and Weld County, Colorado, Southern Part



# Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/? cid=nrcs142p2\_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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# **How Soil Surveys Are Made**

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



MAP LEGEND			)	MAP INFORMATION		
Area of In	terest (AOI) Area of Interest (AOI)	8	Spoil Area Stony Spot	The soil surveys that comprise your AOI were mapped at scales ranging from 1:20,000 to 1:24,000.		
~	Soil Map Unit Polygons Soil Map Unit Lines	© ∜ △	Very Stony Spot Wet Spot Other	Warning: Soil Map may not be valid at this scale. Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil		
്യ	Soil Map Unit Points	Special Line Features atures Streams and Canals	line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.			
⊠ × ◇	Borrow Pit Clay Spot Closed Depression	Transport	tation Rails Interstate Highways	Please rely on the bar scale on each map sheet for map measurements.		
* *	Gravel Pit Gravelly Spot Landfill	~	US Routes Major Roads	Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)		
ي ج ا	Lava Flow Marsh or swamp Mine or Quarry	Backgrou	Local Roads Ind Aerial Photography	Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.		
0	Miscellaneous Water Perennial Water Rock Outcrop			This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.		
+ :•:	Saline Spot Sandy Spot			Soil Survey Area: Boulder County Area, Colorado Survey Area Data: Version 14, Oct 10, 2017 Soil Survey Area: Weld County, Colorado, Southern Part		
⊕ ♦ ≥	Severely Eroded Spot Sinkhole Slide or Slip Sodic Spot			Survey Area Data: Version 16, Oct 10, 2017 Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil		
~~				properties, and interpretations that do not completely agree across soil survey area boundaries.		

## MAP LEGEND

## **MAP INFORMATION**

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 30, 2014—Sep 18, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# **Map Unit Legend**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AcA	Ascalon sandy loam, 0 to 3 percent slopes	45.8	56.6%
AcC	Ascalon sandy loam, 3 to 5 percent slopes	20.2	25.0%
MdD	Manter sandy loam, 3 to 9 percent slopes	13.9	17.1%
Subtotals for Soil Survey A	rea	79.8	98.7%
Totals for Area of Interest		80.9	100.0%

	1		
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
5	Ascalon sandy loam, 0 to 3 percent slopes	0.9	1.2%
77	Vona sandy loam, 3 to 5 percent slopes	0.1	0.2%
Subtotals for Soil Survey Area		1.1	1.3%
Totals for Area of Interest		80.9	100.0%

# **Map Unit Descriptions**

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas

are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

# **Boulder County Area, Colorado**

### AcA—Ascalon sandy loam, 0 to 3 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2swl3 Elevation: 3,870 to 5,960 feet Mean annual precipitation: 12 to 16 inches Mean annual air temperature: 46 to 57 degrees F Frost-free period: 135 to 160 days Farmland classification: Prime farmland if irrigated

#### **Map Unit Composition**

Ascalon and similar soils: 85 percent Minor components: 15 percent Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Ascalon**

#### Setting

Landform: Interfluves Landform position (two-dimensional): Summit Down-slope shape: Linear Across-slope shape: Linear Parent material: Wind-reworked alluvium and/or calcareous sandy eolian deposits

#### **Typical profile**

Ap - 0 to 6 inches: sandy loam Bt1 - 6 to 12 inches: sandy clay loam Bt2 - 12 to 19 inches: sandy clay loam Bk - 19 to 35 inches: sandy clay loam C - 35 to 80 inches: sandy loam

#### **Properties and qualities**

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Salinity, maximum in profile: Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 1.0
Available water storage in profile: Moderate (about 7.7 inches)

#### Interpretive groups

Land capability classification (irrigated): 3e Land capability classification (nonirrigated): 4c Hydrologic Soil Group: B Ecological site: Sandy Plains (R067BY024CO) Hydric soil rating: No

#### **Minor Components**

#### Olnest

Percent of map unit: 10 percent Landform: Interfluves Landform position (two-dimensional): Summit Landform position (three-dimensional): Tread Down-slope shape: Linear Across-slope shape: Linear Ecological site: Sandy Plains (R067BY024CO) Hydric soil rating: No

#### Vona

Percent of map unit: 5 percent Landform: Interfluves Landform position (two-dimensional): Summit Down-slope shape: Linear Across-slope shape: Linear Ecological site: Sandy Plains (R067BY024CO) Hydric soil rating: No

### Acc—Ascalon sandy loam, 3 to 5 percent slopes

#### Map Unit Setting

National map unit symbol: 2tlnt Elevation: 3,550 to 5,970 feet Mean annual precipitation: 12 to 16 inches Mean annual air temperature: 46 to 57 degrees F Frost-free period: 135 to 160 days Farmland classification: Prime farmland if irrigated

#### Map Unit Composition

Ascalon and similar soils: 80 percent Minor components: 20 percent Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Ascalon**

#### Setting

Landform: Interfluves Landform position (two-dimensional): Shoulder, summit Landform position (three-dimensional): Interfluve Down-slope shape: Linear Across-slope shape: Linear Parent material: Wind-reworked alluvium and/or calcareous sandy eolian deposits

#### **Typical profile**

*Ap - 0 to 6 inches:* sandy loam *Bt1 - 6 to 12 inches:* sandy clay loam *Bt2 - 12 to 19 inches:* sandy clay loam *Bk - 19 to 35 inches:* sandy clay loam *C - 35 to 80 inches:* sandy loam

#### **Properties and qualities**

Slope: 3 to 5 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Salinity, maximum in profile: Nonsaline (0.1 to 1.9 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 1.0
Available water storage in profile: Moderate (about 6.9 inches)

#### Interpretive groups

Land capability classification (irrigated): 3e Land capability classification (nonirrigated): 4c Hydrologic Soil Group: B Ecological site: Sandy Plains (R067BY024CO), Sandy Plains (R072XY111KS) Hydric soil rating: No

#### **Minor Components**

#### Stoneham

Percent of map unit: 10 percent Landform: Interfluves Landform position (two-dimensional): Shoulder, summit Landform position (three-dimensional): Interfluve Down-slope shape: Linear Across-slope shape: Linear Ecological site: Loamy Plains (R067BY002CO), Loamy Tableland (R072XY100KS) Hydric soil rating: No

#### Vona

Percent of map unit: 8 percent Landform: Interfluves Landform position (two-dimensional): Backslope, footslope, shoulder Landform position (three-dimensional): Interfluve Down-slope shape: Linear Across-slope shape: Linear Ecological site: Sandy Plains (R067BY024CO), Sandy Plains (R072XY111KS) Hydric soil rating: No

#### Platner

Percent of map unit: 2 percent Landform: Interfluves Landform position (two-dimensional): Summit Landform position (three-dimensional): Interfluve Down-slope shape: Linear Across-slope shape: Linear Ecological site: Loamy Plains (R067BY002CO), Loamy Tableland (R072XY100KS) Hydric soil rating: No

## MdD-Manter sandy loam, 3 to 9 percent slopes

#### **Map Unit Setting**

National map unit symbol: jps4 Elevation: 4,900 to 5,500 feet Mean annual precipitation: 12 to 18 inches Mean annual air temperature: 48 to 52 degrees F Frost-free period: 140 to 155 days Farmland classification: Farmland of statewide importance

#### Map Unit Composition

Manter and similar soils: 85 percent Minor components: 15 percent Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Manter**

#### Setting

Landform: Terraces Landform position (three-dimensional): Side slope, tread Down-slope shape: Linear Across-slope shape: Linear Parent material: Loamy eolian deposits and/or outwash

#### **Typical profile**

- H1 0 to 5 inches: sandy loam
- H2 5 to 14 inches: fine sandy loam, sandy loam
- H2 5 to 14 inches: sandy loam, loamy sand, loamy fine sand
- H3 14 to 60 inches:
- H3 14 to 60 inches:
- H3 14 to 60 inches:

#### Properties and qualities

Slope: 3 to 9 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Very high (about 18.1 inches)

#### Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 4e Hydrologic Soil Group: A Ecological site: Sandy (R067XB026CO) Hydric soil rating: No

#### Minor Components

#### Ascalon

Percent of map unit: 12 percent Hydric soil rating: No

#### Otero

Percent of map unit: 3 percent Hydric soil rating: No

# Weld County, Colorado, Southern Part

## 5—Ascalon sandy loam, 0 to 3 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2swl3
Elevation: 3,870 to 5,960 feet
Mean annual precipitation: 12 to 16 inches
Mean annual air temperature: 46 to 57 degrees F
Frost-free period: 135 to 160 days
Farmland classification: Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

#### **Map Unit Composition**

Ascalon and similar soils: 85 percent Minor components: 15 percent Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Ascalon**

#### Setting

Landform: Interfluves Landform position (two-dimensional): Summit Down-slope shape: Linear Across-slope shape: Linear Parent material: Wind-reworked alluvium and/or calcareous sandy eolian deposits

#### **Typical profile**

Ap - 0 to 6 inches: sandy loam Bt1 - 6 to 12 inches: sandy clay loam Bt2 - 12 to 19 inches: sandy clay loam Bk - 19 to 35 inches: sandy clay loam C - 35 to 80 inches: sandy loam

#### Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Salinity, maximum in profile: Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 1.0
Available water storage in profile: Moderate (about 7.7 inches)

#### Interpretive groups

Land capability classification (irrigated): 3e Land capability classification (nonirrigated): 4c Hydrologic Soil Group: B Ecological site: Sandy Plains (R067BY024CO) Hydric soil rating: No

#### **Minor Components**

#### Olnest

Percent of map unit: 10 percent Landform: Interfluves Landform position (two-dimensional): Summit Landform position (three-dimensional): Tread Down-slope shape: Linear Across-slope shape: Linear Ecological site: Sandy Plains (R067BY024CO) Hydric soil rating: No

#### Vona

Percent of map unit: 5 percent Landform: Interfluves Landform position (two-dimensional): Summit Down-slope shape: Linear Across-slope shape: Linear Ecological site: Sandy Plains (R067BY024CO) Hydric soil rating: No

#### 77—Vona sandy loam, 3 to 5 percent slopes

#### **Map Unit Setting**

National map unit symbol: 363x Elevation: 4,600 to 5,200 feet Mean annual precipitation: 13 to 15 inches Mean annual air temperature: 48 to 55 degrees F Frost-free period: 130 to 160 days Farmland classification: Not prime farmland

#### **Map Unit Composition**

*Vona and similar soils:* 85 percent *Minor components:* 15 percent *Estimates are based on observations, descriptions, and transects of the mapunit.* 

#### **Description of Vona**

#### Setting

Landform: Plains Down-slope shape: Linear Across-slope shape: Linear Parent material: Eolian deposits

#### **Typical profile**

H1 - 0 to 6 inches: sandy loam

- H2 6 to 28 inches: fine sandy loam
- H3 28 to 60 inches: sandy loam

#### **Properties and qualities**

Slope: 3 to 5 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Salinity, maximum in profile: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Available water storage in profile: Moderate (about 6.8 inches)

#### Interpretive groups

Land capability classification (irrigated): 3e Land capability classification (nonirrigated): 4e Hydrologic Soil Group: A Ecological site: Sandy Plains (R067BY024CO) Hydric soil rating: No

#### **Minor Components**

#### Remmit

Percent of map unit: 7 percent Hydric soil rating: No

#### Olney

Percent of map unit: 5 percent Hydric soil rating: No

#### Otero

Percent of map unit: 3 percent Hydric soil rating: No

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September 17, 2013

INA Group, LLC 6333 Apples' Way, Suite 115 Lincoln, NE 68516

Attention: Tom Beckius

Subject: Supplemental Phase II Environmental Site Assessment 4060 County Line Road, Erie, Colorado CTL | T Project No. FC05859.001

#### INTRODUCTION

This report presents the analytical results for soil and groundwater samples collected during the Supplemental Phase II Environmental Site Assessment (ESA) of 4060 County Line Road in Erie, Colorado, hereafter known as "the site". The site is developed with an abandoned former pre-cast concrete manufacturing plant.

#### BACKGROUND

CTL | Thompson (CTL) conducted a limited Phase II ESA of 4060 County Line Road in Erie, Colorado (CTL Project No. FC05859.001, final report dated April 12, 2013). Among the findings of the investigation, petroleum hydrocarbons were identified in soils within the former pre-cast concrete manufacturing building on the site. The limited assessment performed within the building was not intended to allow for horizontal or vertical delineation of the extent of contamination.

The objective of the Supplemental Phase II ESA was to better delineate the horizontal and vertical extent of petroleum hydrocarbons inside the building. In addition, representative building materials were sampled, composited, and analyzed for disposal characteristics.

#### DRILLING AND SAMPLING

On July 19, 2013, Mr. Dana Harris of CTL mobilized to the site with subcontractor DrillPro, Inc.. A truck-mounted direct push drill rig was used to advance eight borings (GP-9 through GP-16).

Two hand-excavated surficial soil samples (S-17 and S-18) were collected using a disposable plastic trowel from the trench inside the pre-cast building. Boring and sample locations are shown on Figure 1.



During advancement of each boring, soil samples were collected continuously in 4-foot teflon cores down to a maximum depth of 20 feet below grade.

Soils from core samples were observed in the field using disposable vinyl examination gloves changed after every sample. After the soils were visually inspected, the soil sample from each core was divided. A portion of the sample was transferred into a plastic zip-loc bag and sealed; the other portion of the sample was promptly placed into a uniquely identified glass jar and packed tightly to minimize voids. Samples were containerized for potential laboratory analysis at approximate 5-foot intervals. Sample jars were then placed into a cooler chilled with ice for in-field storage and transit to the laboratory. The samples in the plastic bags were warmed and allowed to sit undisturbed to allow possible volatile organic compounds (VOCs) in the soils to vaporize into the headspace of the bags. A photoionization detector (PID) was used to determine the field concentration of VOCs of the headspace in the zip-loc bags.

Following completion of soil sampling, 1-inch PVC casings with slotted screen were inserted into the boreholes as temporary wells to facilitate groundwater sampling. Groundwater samples were collected using check-ball sampling device and clean disposable tubing. Upon completion of sampling, the temporary wells were removed and each borehole was backfilled with cuttings and hydrated bentonite pellets.

Samples collected for laboratory analysis were delivered under chain of custody protocol to ALS laboratory in Fort Collins, Colorado, an independent analytical laboratory.

### FIELD OBSERVATIONS

Boring logs are presented in Appendix A. Soils generally consisted of sandy clays and clayey sands underlain by weathered claystone/sandstone bedrock (generally observed as sand, gravel, pebbles, and cobbles) at depths between 15 and 20 feet below grade. Saturated soils were encountered in several borings within weathered bedrock at depths of approximately 18 to 20 feet below grade.

The interior of the building had a moderate to strong ambient petroleum odor, making it difficult to assess soils for odors during drilling. However, as shown on the boring logs, PID measurements were generally less than, or very slightly higher than, 10 parts per million by volume (ppmv), which is typically indicative of background (ambient PID readings inside the building ranged from 0.5 to 1.2 ppmv) Light surficial staining was observed on soils in various locations inside the building. The trench inside the pre-cast building was partially filled with dumped wastes, but visible soils inside the trench generally appeared similar to those of the dirt floor elsewhere in the building, with light staining and a petroleum odor.

### LABORATORY ANALYTICAL RESULTS

### <u>Soils</u>

An iterative approach was designed for laboratory analysis of samples collected from soil borings (shallow soils collected from the trench were all analyzed, as planned). The



agreed strategy would be to initially analyze each sample collected from the depth of 5 feet below grade. Because the form oil was believed to have been spray-applied at the surface, it was reasonable to assume that contamination would have entered at the ground surface and migrated downward. If no significant contamination was present at 5 feet depth below grade, it would be reasonable to assume that significant contamination would not be found at deeper depths from the form oil application. Therefore, each soil sample from the 5-foot below grade depth level was initially submitted to be analyzed for oil & grease by EPA Method 9071 and benzene, toluene, ethylbenzene, and xylenes (BTEX) by EPA Method 8260; remaining samples were held at the laboratory. Following receipt of initial analytical results, selected deeper samples were analyzed for oil & grease and BTEX, based on initial analytical results. Due to accelerated laboratory turnaround, all sample analyses were completed within the EPA-established method holding times for oil & grease and BTEX. Laboratory analytical results are included in Appendix B, and soil results are summarized on Table 1 below.

		Soil Analyt	-	able 1 s – Inside P	re-Cast Bui	lding	
Boring No.	Depth (feet)	Sample Date	O&G <sup>1,2</sup> (mg/kg <sup>3</sup> )	Benzene (µg/kg³)	Toluene (µg/kg)	Ethylbenzene (µg/kg)	Xylenes (µg/kg)
GP-2	21-22	3/26/2013	< 50	< 10	< 10	< 10	< 10
GP-9 <sup>4</sup>	5	7/19/2013	< 110	< 5.4	< 5.4	< 5.4	< 5.4
GP-10 <sup>4</sup>	5	7/19/2013	< 110	< 5.0	< 5.0	< 5.0	< 5.0
GP-11 <sup>4</sup>	5	7/19/2013	< 110	< 5.2	< 5.2	< 5.2	< 5.2
GP-12 <sup>4</sup>	5	7/19/2013	< 110	< 5.2	< 5.2	< 5.2	< 5.2
GP-13 <sup>4</sup>	5	7/19/2013	< 110	< 4.8	< 4.8	< 4.8	< 4.8
GP-14 <sup>4</sup>	5	7/19/2013	< 110	< 5.4	< 5.4	< 5.4	< 5.4
GP-15 <sup>4</sup>	5	7/19/2013	< 110	< 5.2	< 5.2	< 5.2	< 5.2
	5	7/19/2013	380	< 5.4	< 5.4	< 5.4	< 5.4
GP-16	10	7/19/2013	< 120	< 5.7	< 5.7	< 5.7	< 5.7
GP-10	15	7/19/2013	< 100	< 4.7	< 4.7	< 4.7	< 4.7
	20	7/19/2013	< 110	< 5.2	< 5.2	< 5.2	< 5.2
S-8	1-2	3/26/2013	316	< 10	< 10	< 10	< 10
S-17	1-2	7/19/2013	5800	< 5.1	< 5.1	< 5.1	< 5.1
S-18	1-2	7/19/2013	1500	< 4.8	< 4.8	< 4.8	< 4.8
Color	ado OPS	Limit⁵	500	260	140000	190000	260000

1. Results in bold exceed regulatory comparison value

2. Total petroleum hydrocarbons as Oil & Grease by EPA Method 9071

3. mg/kg = milligrams per kilogram.  $\mu$ g/kg = micrograms per kilogram

4. Samples collected at 5-foot intervals, but only the samples from 5-foot depth were analyzed.

5. Colorado Department of Labor and Employment, Division of Oil and Public Safety, Tier I Risk Based Screening Levels, 2005.



With the exception of boring GP-16, none of the 5-foot depth soil samples contained oil & grease or BTEX above laboratory method detection limits (MDLs). The 5-foot depth sample from GP-16 contained an oil & grease concentration of 380 milligrams per kilogram (mg/kg), which is less than the Colorado limit of 500 milligrams per kilogram (mg/kg) for USTs, which is not directly applicable to releases from the pre-cast operation but is the most relevant regulatory standard. BTEX were not detected above MDLs. The soil samples from 10 feet, 15 feet and 20 feet below grade at GP-16 were also analyzed, but neither oil and grease nor BTEX were detected above MDLs.

The surficial soil samples S-17 and S-18, collected from the trench inside the building, contained oil & grease at concentrations of 5,800 mg/kg and 1,500 mg/kg, respectively, both exceeding the OPS limit; neither sample contained BTEX above MDLs. Analysis for PAHs was not performed.

### **Groundwater**

Limited amounts of groundwater were present in each temporary well; however, four of the wells (GP-10, GP-12, GP-13, and GP-16) went dry while attempting to purge and a sample could not be collected. Groundwater samples were collected from temporary wells GP-9, GP-11, GP-14, and GP-15 and were analyzed for oil & grease by EPA Method 1664 and BTEX by EPA method 8260. Laboratory analytical results are included in Appendix B and are summarized on Table 2 below.

	Ground	T water Analytical Re	able 2 sults – Insi	de Pre-Cas	t Building	
Sample No.	Sample Date	Oil &Grease (mg/l <sup>1</sup> )	Benzene (µg/l <sup>1</sup> )	Toluene (µg/l)	Ethylbenzene (µg/l)	Xylenes (µg/l)
GP-9	7/19/2013	< 5.7	< 1	7.6	< 1	< 1
GP-11	7/19/2013 < 5.3 < 1 2.6 < 1 < 1					
GP-14	7/19/2013	< 5.6	< 1	1.3	< 1	< 1
GP-15	7/19/2013	< 5.6	< 1	0.56	< 1	< 1
Colorad	do GWS <sup>2</sup>	None established	5	560	700	1,400

1. mg/l = milligrams per liter.  $\mu$ g/liter = micrograms per liter

2. Colorado Department of Health and Environment, Water Quality Control Division, The Basic Standards for Groundwater (Regulation 41). 5 CCR 1002-41, January 31, 2013.

Toluene was detected in all four groundwater samples, at concentrations up to 7.6  $\mu$ g/l, which is well below the Colorado groundwater standard of 560  $\mu$ g/l. None of the other target analytes were detected above MDLs.



### **BUILDING WASTE CHARACTERIZATION**

CTL collected representative samples of building materials that were visibly stained (presumably with form oil). Materials sampled included wood (approximately 70 percent of the sample by weight) and metal. The materials were composited in a clean 5-gallon bucket and submitted to ALS laboratory to be analyzed for polychlorinated biphenyls (PCBs) and toxicity characteristic leaching procedure (TCLP) benzene. As shown on the lab report in Appendix B, PCBs were not detected above MDLs and the TCLP benzene concentration was less than 10  $\mu$ g/l, which is less than the hazardous waste limit of 500  $\mu$ g/l. Therefore, the building debris will not be considered a characteristic hazardous waste.

### CONCLUSIONS AND RECOMMENDATIONS

Based on the results of this investigation, oil-contaminated soil within the pre-cast building appears to be limited to the area of the trench and depths of less than 10 feet immediately north of the east end of the trench (where boring GP-16 was advanced). Groundwater under the building contained low levels of toluene, at concentrations well below Colorado groundwater standards. Following demolition, the building debris stained with form oil will not be considered characteristically hazardous due to benzene content.

If it is desired to enter into the Colorado Voluntary Cleanup (VCUP) program, we recommend that a final site development plan be prepared and that a work plan be developed to address the concerns identified during this and prior investigations. Depending on the proposed development and use of the property, limited soil or other remedial actions may be warranted. CTL would be happy to assist with remedial design, work plan development, and the VCUP application and project management process.

### LIMITATIONS

The subsurface investigation and chemical analysis were performed for specific parameters, as detailed in this letter. The accuracy and reliability of environmental studies are a reflection of the number and type of samples taken and extent of the analyses conducted, and are thus inherently limited and dependent upon the resources expended. An independent laboratory performed laboratory analysis. We are not responsible for the accuracy of data presented by others. The services performed should not be interpreted as providing any guarantee that the materials are free and clear of all hazardous or toxic materials.

We believe that our services were conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the project. No warranty, express or implied, is made.



Thank you for choosing us to assist you with this project. If you have any questions or would like further clarification regarding this letter, please contact us.

Very truly yours,

CTL | THOMPSON, INC.

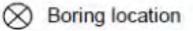
<

Dana L. Harris Environmental Department Manager, Fort Collins

Matthew Wa

Matthew L. Wardlow, P.E. Environmental Department Manager, Denver

1.1.1.1.1.1	Co	oncrete Pad		1542-14 A
GP-9 🚫	GP-11 🛇	GP-13 🚫	GP-15 🚫	Dirt
GP-10 🚫	GP-12 🚫	2⊗ GP-14⊗	GP-16 🚫	Floor
Trough	S-17	S-8 A S	18 A Trough	





A Shallow soil sample location

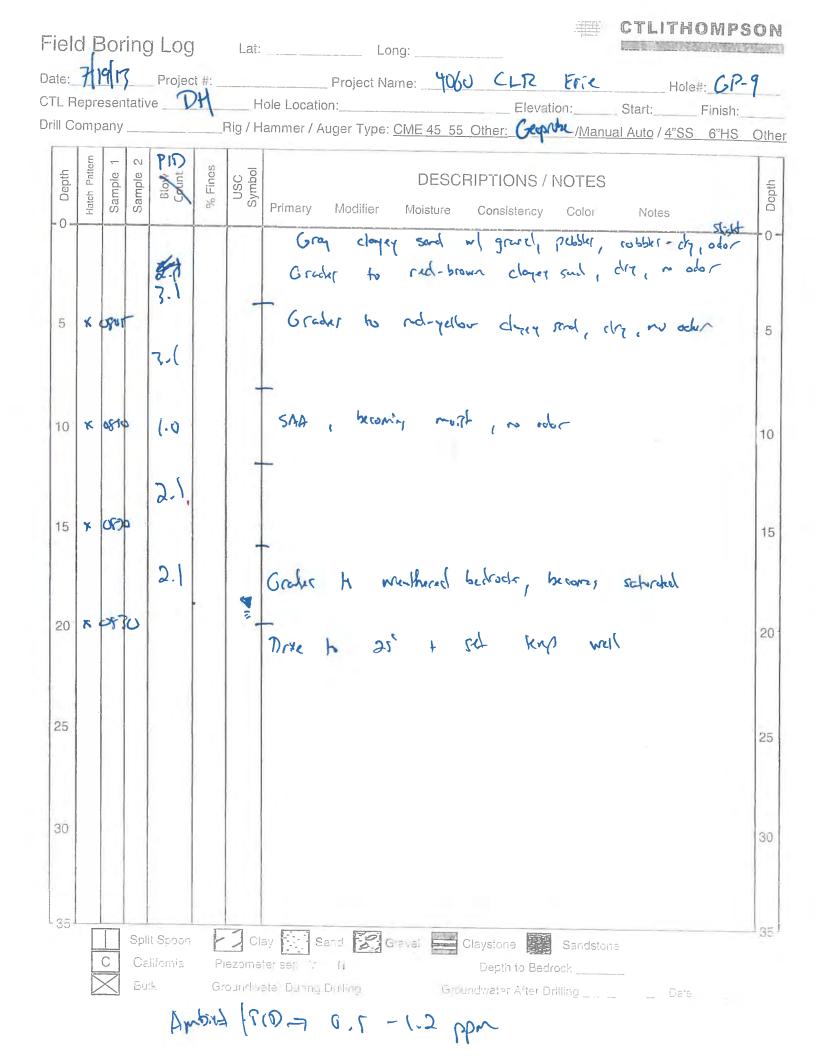
Figure 1

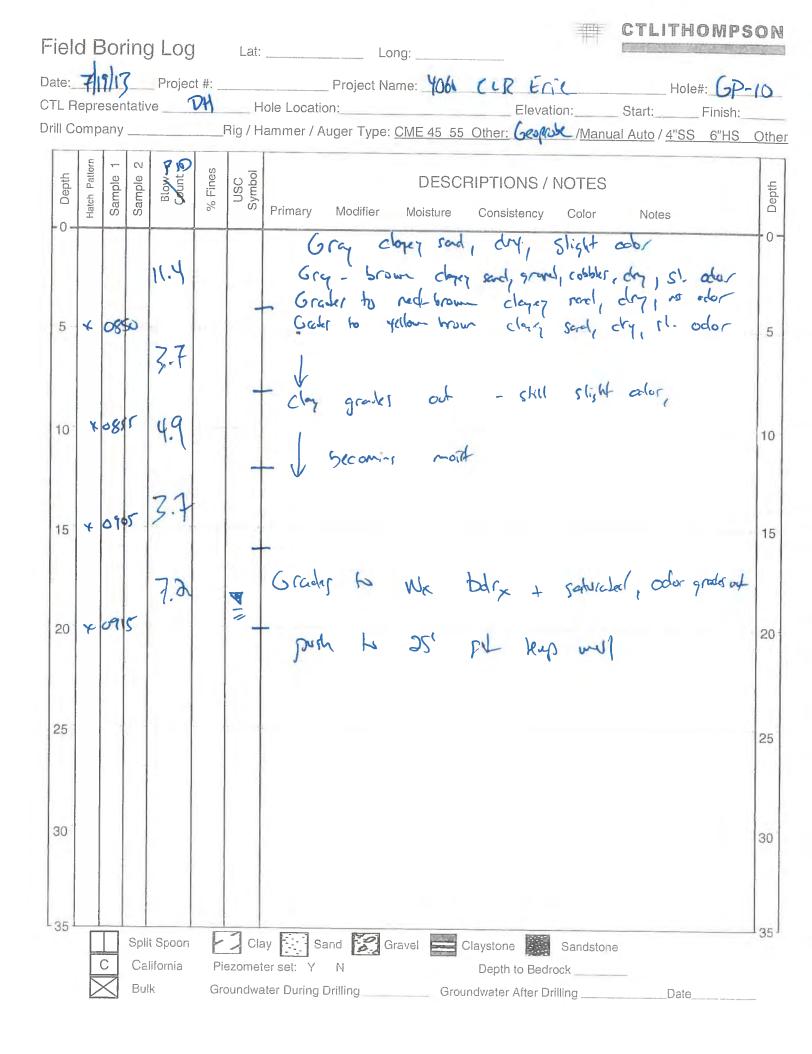
Warehouse Sample Locations Supplemental Phase II Environmental Site Assessment 4060 County Line Road, Erie, Colorado CTL No. FC05859.001

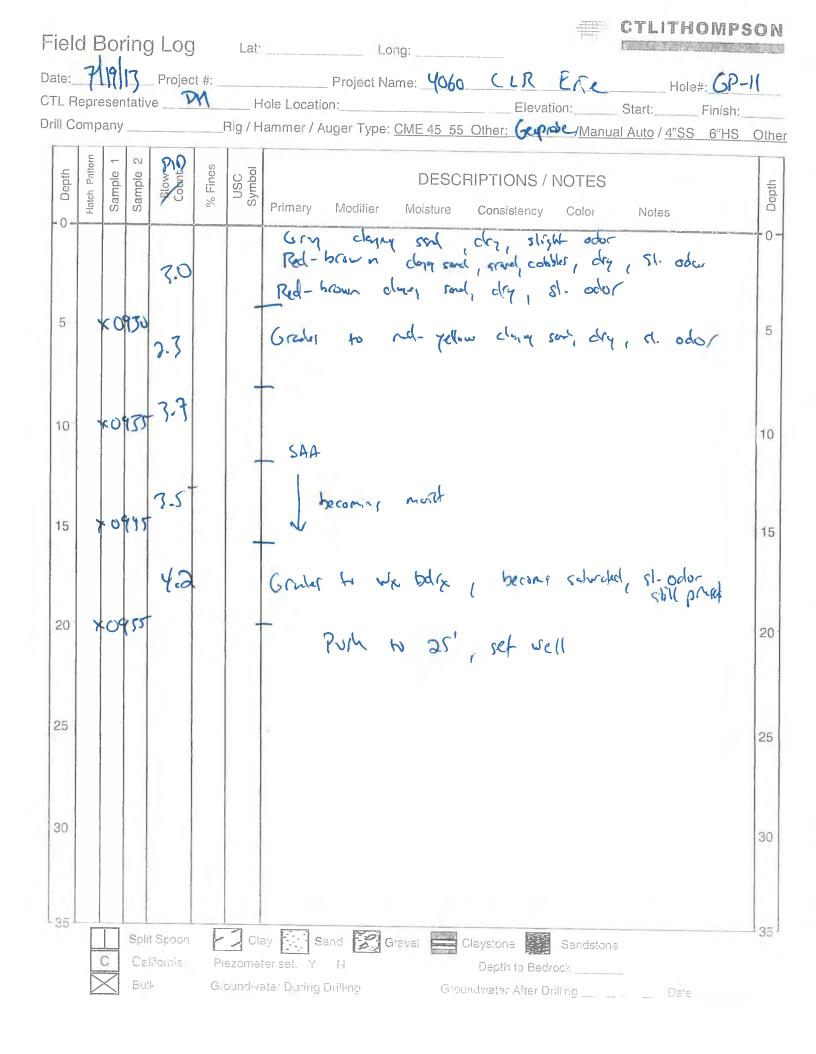
Appendix A

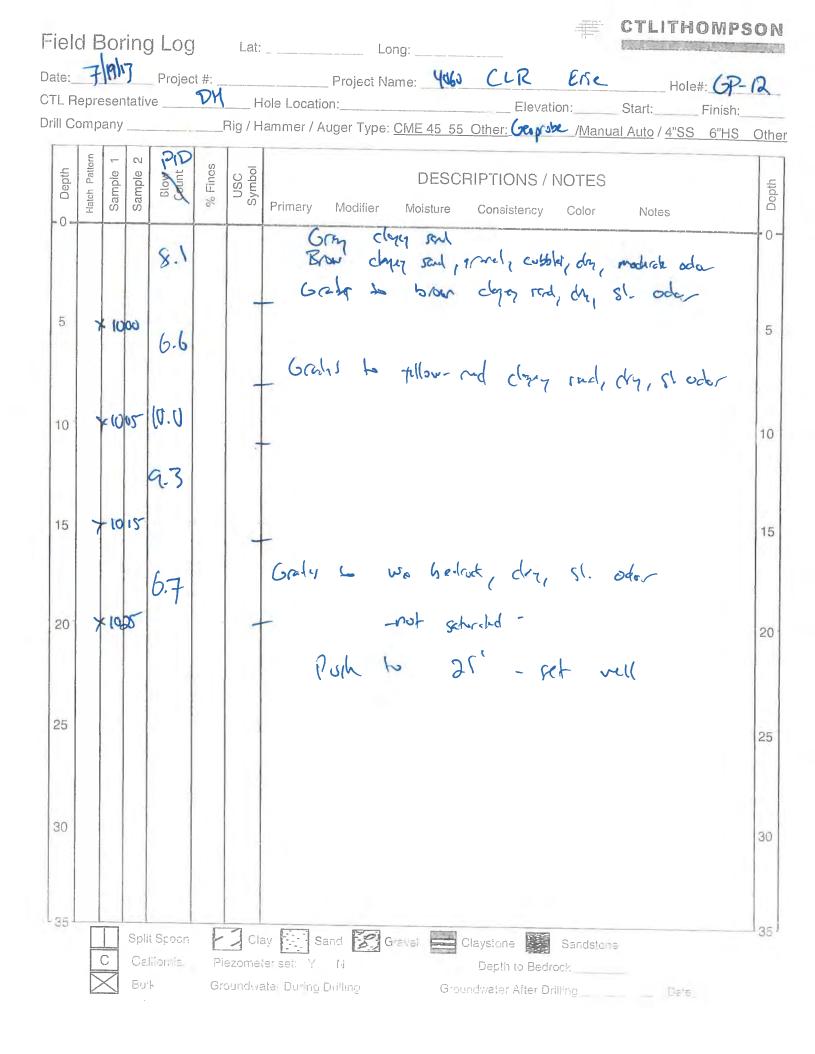
Boring Logs

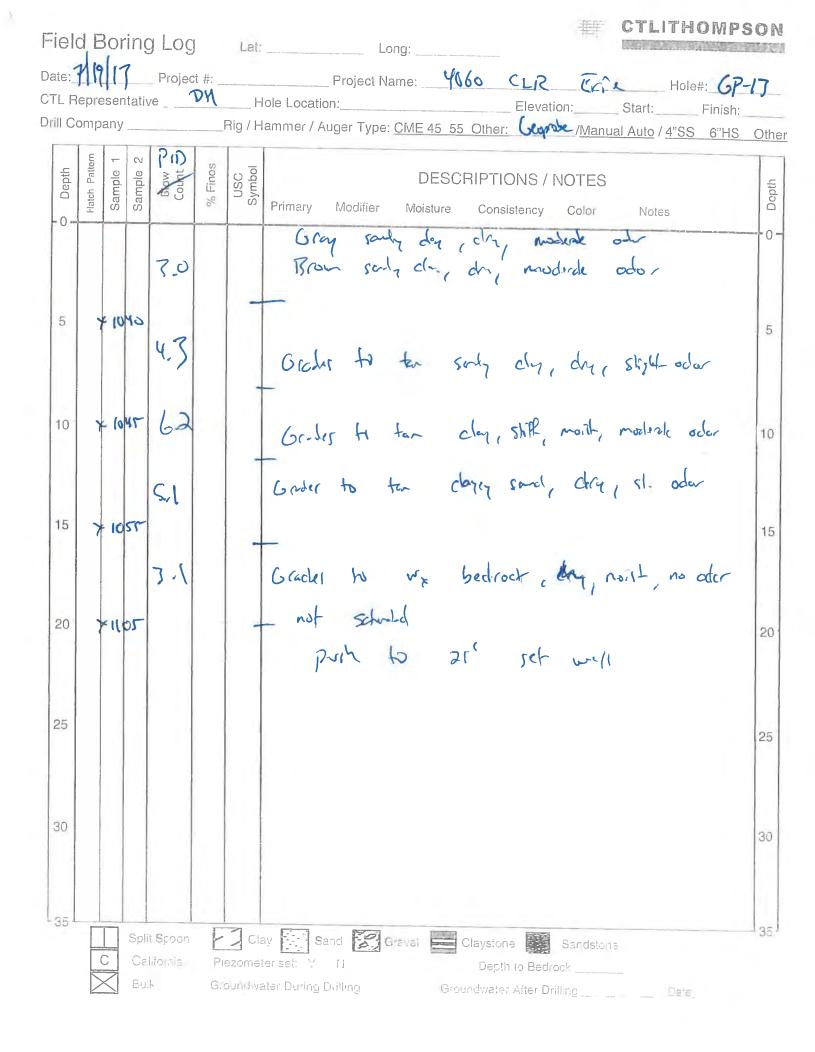
4060 County Line Road, Erie, Colorado SUPPLEMENTAL PHASE II ESA CTL | T PROJECT NO. FC05859.001

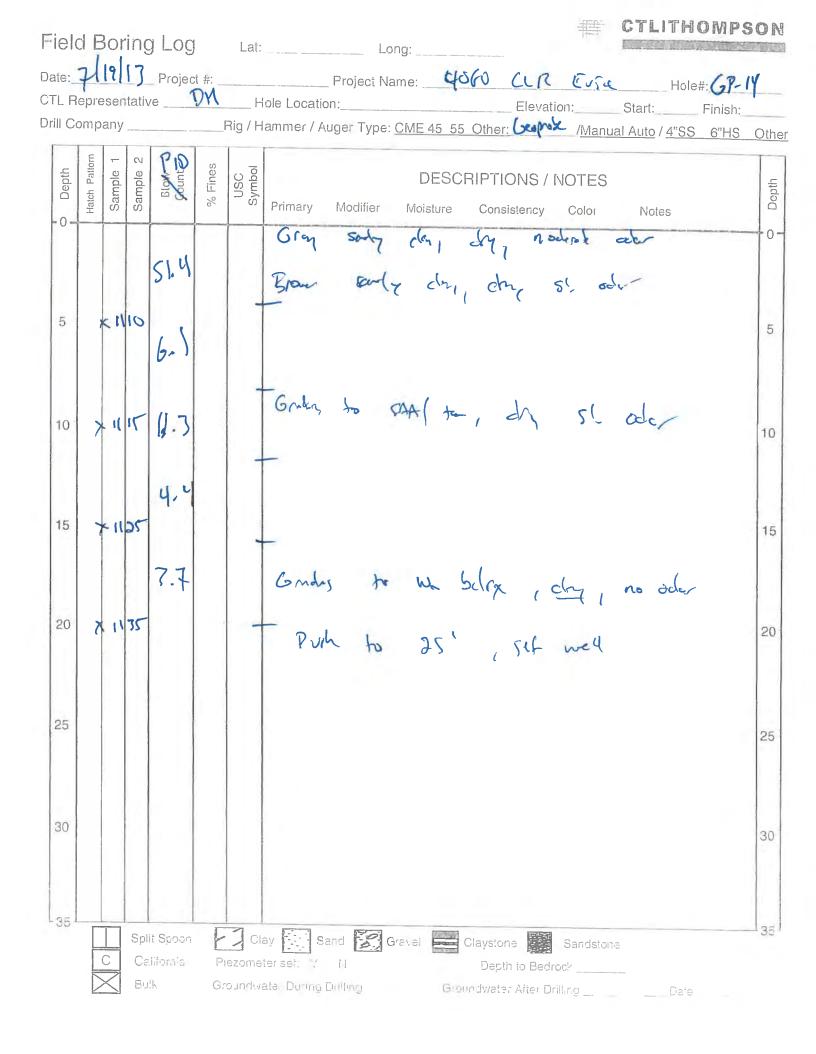


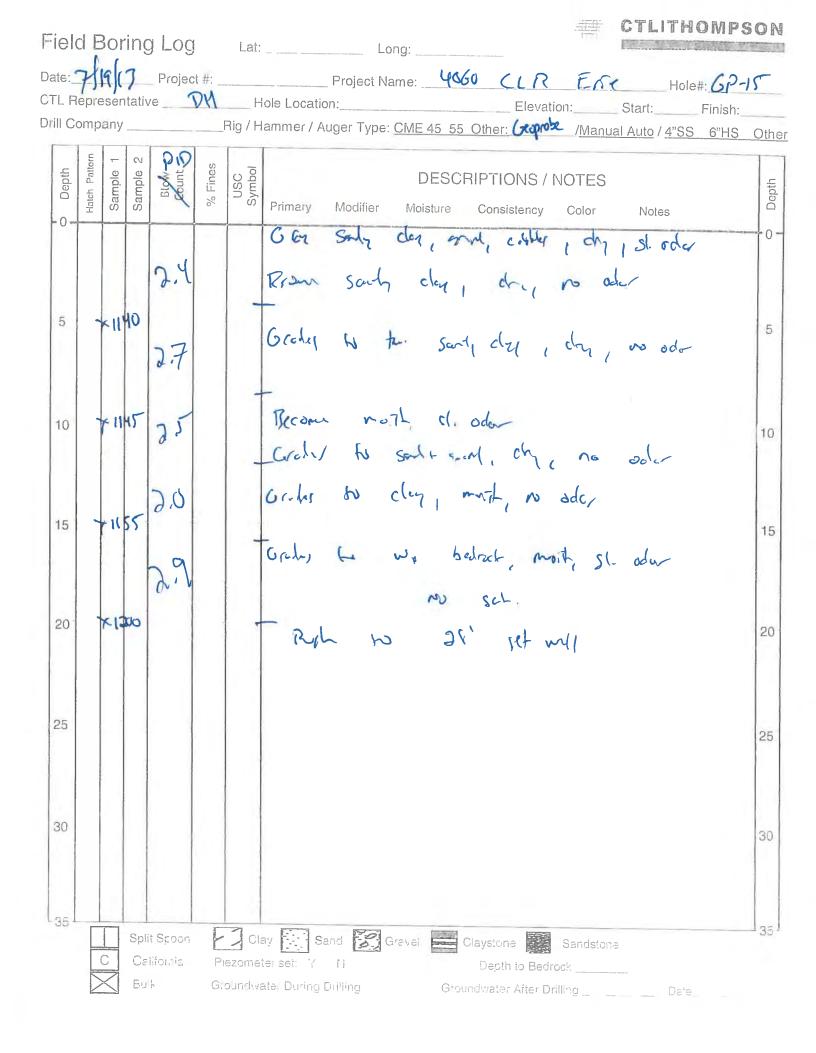












Field	d Bori	ng	) Log		Lat:	Long:	SON
Date:	7/19/13		Projec	t #:		Project Name: YOGV CLR EDe Hole# GP-1	16
ULK	epresent	ativ	'e`	VN	H	ole Location:       Elevation:       Start:       Finish:         ammer / Auger Type:       CME 45 55 Other:       /Manual Auto / 4"SS 6"HS	
O Depth	Hatch Pattern Sample 1	Sample 2	Flow J	% Fines	USC Symbol	DESCRIPTIONS / NOTES Primary Modifier Moisture Consistency Color Notes	Depth
5	x 121		6.2 4.7			Tan. Savel, growel, collect, dry, no oder Grader to brover samp clay, chy, no oder Grader to trans sail, dry, no oder Grader to trans sail, dry, no oder	
10	א נשו	5	7.0			Grader to the dages rand, most, no occr	10
15	x 199	0-	4.8		-	Grady to tan sandy clay, dry, no ode	15
20	× 177	70	] • 0			Granhi to the so real Sord, gravel, petilly cobiler, dry, no edur (wx Selrot) Puils to 25' set well	20
25							25
30							30
L <sub>35</sub> L			t Spoon Ifomia k	Pie	ezomei	ay Sand Gravel Claystone Sandstone ter set: Y N Depth to Bedrock ater During Drilling Date	35



### Appendix B

Laboratory Analytical Results



# 1307328

### **GC/MS Volatiles:**

The samples were analyzed using GC/MS following the current revision of SOP 525 based on SW-846 Method 8260C.

All acceptance criteria were met with the following exceptions:

- 1. Sample 1307328-35, provided for volatiles, had a pH > 2 at the time of analysis. All other samples had a pH < 2 at the time of analysis.
- 2. All internal standard recoveries were within acceptance criteria with the following exception:

Internal Standard	Sample	Direction
1,4-Dichlorobenzene-d4	1307328-9MS	Low

No further action was taken.

### Oil and Grease:

The water samples were prepared and analyzed according to EPA Method 1664A procedures utilizing the current revision of SOP 671.

The soil samples were prepared and analyzed according to SW-846, 3<sup>rd</sup> Edition procedures based on Method SW-9071 and utilizing the current revision of SOP 640.

All acceptance criteria were met.

### PCBs:

The extract was analyzed using GC/ECD (electron capture detectors) with an RTX-5 capillary column according to the current revision of SOP 409 based on SW-846 Method 8082. All positive results were then confirmed on an RTX-CLPesticidesII column. Unless interferences were present, the quantitation of each analyte is the higher of the concentrations obtained from each column that met initial and continuing calibration criteria. Note that analyst raw data annotation may provide further clarification.

All surrogate recoveries were within acceptable limits with the following exception:

Surrogate	Sample	Direction
Decachlorobiphenyl	39	Low



It is the practice of ALS to evaluate the recovery of both surrogates in samples and associated quality control samples, but to control on only one of the two surrogates for this test.

# Sample Number(s) Cross-Reference Table

### OrderNum: 1307328 Client Name: CTL Thompson Client Project Name: 4060 CLR Erie Client Project Number: FC05859.001-205 Client PO Number:

Client Sample Number	Lab Sample Number	COC Number	Matrix	Date Collected	Time Collected
GP-9 (5')	1307328-1		SOIL	19-Jul-13	8:05
GP-10 (5')	1307328-2		SOIL	19-Jul-13	8:50
GP-11 (5')	1307328-3		SOIL	19-Jul-13	9:30
GP-12 (5')	1307328-4		SOIL	19-Jul-13	10:00
GP-13 (5')	1307328-5		SOIL	19-Jul-13	10:40
GP-14 (5')	1307328-6		SOIL	19-Jul-13	11:10
GP-15 (5')	1307328-7		SOIL	19-Jul-13	11:40
GP-16 (5')	1307328-8		SOIL	19-Jul-13	12:10
S-17	1307328-9		SOIL	19-Jul-13	14:10
S-18	1307328-10		SOIL	19-Jul-13	14:20
GP-9 (10')	1307328-11		SOIL	19-Jul-13	8:10
GP-9 (15')	1307328-12		SOIL	19-Jul-13	8:20
GP-9 (20')	1307328-13		SOIL	19-Jul-13	8:30
GP-10 (10')	1307328-14		SOIL	19-Jul-13	8:55
GP-10 (15')	1307328-15		SOIL	19-Jul-13	9:05
GP-10 (20')	1307328-16		SOIL	19-Jul-13	9:15
GP-11 (10')	1307328-17		SOIL	19-Jul-13	9:35
GP-11 (15')	1307328-18		SOIL	19-Jul-13	9:45
GP-11 (20')	1307328-19		SOIL	19-Jul-13	9:55
GP-12 (10')	1307328-20		SOIL	19-Jul-13	10:05
GP-12 (15')	1307328-21		SOIL	19-Jul-13	10:15
GP-12 (20')	1307328-22		SOIL	19-Jul-13	10:25
GP-13 (10')	1307328-23		SOIL	19-Jul-13	10:45
GP-13 (15')	1307328-24		SOIL	19-Jul-13	10:55
GP-13 (20')	1307328-25		SOIL	19-Jul-13	11:05
GP-14 (10')	1307328-26		SOIL	19-Jul-13	11:15
GP-14 (15')	1307328-27		SOIL	19-Jul-13	11:25
GP-14 (20')	1307328-28		SOIL	19-Jul-13	11:35
GP-15 (10')	1307328-29		SOIL	19-Jul-13	11:45
GP-15 (15')	1307328-30		SOIL	19-Jul-13	11:55

# Sample Number(s) Cross-Reference Table

OrderNum: 1307328 Client Name: CTL Thompson Client Project Name: 4060 CLR Erie Client Project Number: FC05859.001-205 Client PO Number:

Client Sample Number	Lab Sample Number	COC Number	Matrix	Date Collected	Time Collected
GP-15 (20')	1307328-31		SOIL	19-Jul-13	12:00
GP-16 (10')	1307328-32		SOIL	19-Jul-13	12:15
GP-16 (15')	1307328-33		SOIL	19-Jul-13	12:20
GP-16 (20')	1307328-34		SOIL	19-Jul-13	12:30
GP-9	1307328-35		WATER	19-Jul-13	13:30
GP-11	1307328-36		WATER	19-Jul-13	14:00
GP-14	1307328-37		WATER	19-Jul-13	14:15
GP-15	1307328-38		WATER	19-Jul-13	14:25
BW-19	1307328-39		SOLID	19-Jul-13	17:30
BW-19	1307328-40		LEACHAT	19-Jul-13	17:30
Trip Blank	1307328-41		WATER	19-Jul-13	

	ALS Laboratory Group			Chain-of-Custody	tody	I			
	225 Commerce Drive, Fort Collins, Colorado 80524 TF: (800) 443-1511 PH: (970) 490-1511 FX: (970) 490-1522	R				Когт 202гв		1307328	Š
(ALS)		SAMPLER	Dave	Harris	DATE 7 19112		PAGE	ot	7-
PROJECT NAME	4060 CLIS Erie	SITE ID			TURNAROUND Stortage	Xd/I wK.	DISPOSAL B	By Lab or Retu	Return to Client
PROJECT No.	FC 05859,001-205	EDD FORMAT	-						
		PURCHASE ORDER	1						
COMPANY NAME	CTL Thompson	BILL TO COMPANY	SAA		2				
SEND REPORT TO	Dave	INVOICE ATTN TO			0				
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CITY / STATE / ZIP	- Collins,	CITY / STATE / ZIP			>				
PHONE	22 49 - 20e - 0FP	PHONE			( <u>]</u>				
FAX		FAX			12				
E-MAIL	dharris @ CH Humpson.com	E-MAIL			3				
Lab ID	Field ID	Matrix	Sample Sample Date Time	# Bottles	09°C& 1±01				
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C	5-17	S 1416	idi3 1410	رد ا					
(j)	5-18	5 F		R					
*Time Zone (Circle):		S = soil NS = non-soil solid W = water	<pre>= water 1 = liquid E = extract F = filter .</pre>	xtract F = filter			-		
For metals or ani	For metals or anions, please detail analytes below.				SIGNATURE	PRINTE	PRINTED NAME	DATE	TIME
Comments:		QC PACKAGE (check below)	ack below)	RELINQUISHED BY	Vym U	Dare	Harriz	Spert	<u>۵۹35</u>
			LEVEL II (Standard QC)	RECEIVED BY	WWW XW	1 Law M	- chmitz	7 20 3	0440
5			LEVEL III (Std QC + forms)	RELINQUISHED BY	)			-	
5 of		LEVEL I raw data	LEVEL IV (Std OC + forms + raw data)	RECEIVED BY					
'39				RELINQUISHED BY					
Preservative Key:	1-HCI 2-HNO3 3-H2SO4 4-NaOH 5-NaHSO4	7-Other 8-4 degrees C	C 9-5035	RECEIVED BY					

	ALS Laboratory Group		Chain-of-Custody	stody		ξ
	225 Commerce Drive, Fort Collins, Colorado 80524 TF: (800) 443-1511 PH: (970) 490-1511 FX: (970) 490-1522	522		Form 20278	WORKORDER *	1307328
(ALS)		SAMPLER DO	wre thirds	DATE 7/14/17	PAGE	ی ۳ ۵
PROJECT NAME	4000 CLR Era	SITE ID		TURNAROUND	DISPOSAL B	By Lab or Return to Client
PROJECT No.	FC 05859 .001 - Jor	EDD FORMAT				
		PURCHASE ORDER				
COMPANY NAME	CTC Thumpson	BILL TO COMPANY				
SEND REPORT TO		INVOICE ATTN TO				
ADDRESS		ADDRESS				
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¢	(,0K) 11 - 2C)	5 7119113 C	مو در کر	Hora		
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Time Zone (Circle): 1	EST CST MST. PST Matrix: 0 = oil S = so	S = soil NS = non-soil solid W = water L =	L = liquid E = extract F = filter			-
For metals or anic	For metals or anions, please detail analytes below.			SIGNATURE	PRINTED NAME	DATE TIME
Comments:		QC PACKAGE (check below)	RELINQUISHED BY	(124 - 10 D)	Dare Hows	7/20/17 0975
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5 of		LEVEL IV (Std QC + forms + raw data)		) BY		
' 39			RELINQUISHED BY	ABV		
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(ALS)		SAMPLER	Dave Harris		ZATE 7/19/17	PAGE	M M	
PROJECT NAME	HUGO CLR ENO	SITE ID			TURNAROUND	DISPOSAL	5	Return to Client
PROJECT No.	FCOSSSE, OU	EDD FORMAT						
		PURCHASE ORDER						
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Lab ID	Field ID	Matrix Sam	Sample Sample I Bottles	GC CC	· · · · · · · · · · · · · · · · · · ·			
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(ALS)		SAMPLER	Thome Harris	DATE 7/19/17	PAGE do C
PROJECT NAME	4066 CLR ERE	SITE ID		TURNAROUND	Disposal. By Lab or Return to Client
PROJECT No.	FCOSS9.001-265	EDD FORMAT			
		PURCHASE ORDER		2	
COMPANY NAME	VOJEWOYL 113	BILL TO COMPANY		25	
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For metals or anio	For metals or anions, please detail analytes below.			SIGNATURE CONTRACTOR	PRINTED NAME
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(ALS)

ALS Environmental - Fort Collins CONDITION OF SAMPLE UPON RECEIPT FORM

ALS		_	
Client: CTL Thom p501 Workorder No: 130	732	28,	
Project Manager: <u>ARW</u> Initials: LAS	Date:	7/20	<i>[</i> 13
1. Does this project require any special handling in addition to standard ALS procedures?		YES	NO
2. Are custody seals on shipping containers intact?	NONE	YES	NO
3. Are Custody seals on sample containers intact?	NONE	YES	NO
4. Is there a COC (Chain-of-Custody) present or other representative documents?		YES	NO
5. Are the COC and bottle labels complete and legible?		ES	NO
Is the COC in agreement with samples received? (IDs, dates, times, no. of samples, no. of containers, matrix, requested analyses, etc.)			NO
7. Were airbills / shipping documents present and/or removable?	DROP OFF	YES	NO
Are all aqueous samples requiring preservation preserved correctly? (excluding volatiles)	N/A	YES	(NO)
9. Are all aqueous non-preserved samples pH 4-9?	(N/A)	YES	NO
<sup>10.</sup> Is there sufficient sample for the requested analyses?		(YES)	NO
Were all samples placed in the proper containers for the requested analyses?		(YES)	NO
<sup>12.</sup> Are all samples within holding times for the requested analyses?		(YES)	NO
13. Were all sample containers received intact? (not broken or leaking, etc.)		(YES)	NO
<ul> <li><sup>14.</sup> Are all samples requiring no headspace (VOC, GRO, RSK/MEE, Rx CN/S, radon) headspace free? Size of bubble: &lt; green pea &gt; green pea</li> </ul>	YES	NO	
15. Do any water samples contain sediment? Amount			
Amount of sediment: dusting moderate heavy	N/A	YES	(NO)
16. Were the samples shipped on ice?	I	(YES)	NO
<sup>17.</sup> Were cooler temperatures measured at 0.1-6.0°C? IR gun used*: (#2) #4	RAD	YES	NO
Cooler #: $1 2 3$ Temperature (°C): $4.8 1.2 3.0$ No. of custody seals on cooler: $0$ DOT Survey Acceptance External µR/hr reading: $WA$			
$\begin{array}{c} \hline \text{Information} \\ \text{Background } \mu \text{R/hr reading:} \\ \hline \hline \hline \hline \\ \hline \end{array}$			
Were external $\mu$ R/hr readings $\leq$ two times background and within DOT acceptance criteria? YES / NQ / NA (If no, see	Form 008.)		
Additional Information: PROVIDE DETAILS BELOW FOR A NO RESPONSE TO ANY QUESTION ABOVE, EX		ND #16.	
* please see page 2			
parte page ~			

If applicable, was the client contacted? YES / NO / NA ) Coptact:	Date/Time:
Project Manager Signature / Date:	13
*IR Gun #2: Oakton, SN 29922500201-0066	л

\_\_\_\_

Form 201r24.xls (06/04/2012)

\*IR Gun #4: Oakton, SN 2372220101-0002

Page 1 of \_\_\_\_\_ 9 of 39

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		ental - Fort Collins LE UPON RECEIPT FORM
(ALS) Client: Project Manager:	ARIL	Workorder No: 307328 Initials: 45 Date: 70013
Additional Informati	ion:	
(* 6) Trip	Blank not liste	1 on COC. arrived
rn'	cooler #1 add	d on COC. Arrived ded to W.O. as 1307328-41

### NOTE:

No pH adjustments shall be made without prior consent of Project Manager. After pH adjustments, hold metals and radchem samples  $\geq 24$  hrs. before analysis.

Was the pH of any sample adjusted by the laboratory? (YES) See Table below) / NO

### pH Excursion:

ALS Sample ID	Client Sample ID	Initial pH	Final pH	Reagent Used	Volume Added (mL)	Lot No. of Reagent	Requested Analysis	Initials / Date / Time	-
1307328-35-4	GP-9	7	22	42504	1.0	50048	04G	Las 7/20/13C	0940
36-4	GP-11	4			1	1	1	1	
37-4	GP-14	3							
J 38-Ý	<u>GP-15</u>	4	V		$\downarrow$		1		
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			<u> </u>						
[				l	i				
If applicable, was the client	contacted? YES / NO /	A Contact		-			Date/Ti	me:	
Project Manager Signa	ture / Date:	4	wey	-7/2	0/13		<u> </u>		

Form 201r24.xls (06/04/2012)

Page 2 of 2

Surr: DIBROMOFLUOROMETHANE

Surr: 4-BROMOFLUOROBENZENE

**OIL & GREASE, GRAVIMETRIC** 

TOLUENE

**O-XYLENE** 

ETHYLBENZENE

Surr: TOLUENE-D8

OIL AND GREASE

M+P-XYLENE

# SAMPLE SUMMARY REPORT

7/23/2013 18:46

7/23/2013 18:46

7/23/2013 18:46

7/23/2013 18:46

7/23/2013 18:46

7/23/2013 18:46

7/23/2013 18:46

7/26/2013

PrepBy: **TLB** 

Client:	CTL Thompson					Date:	29-Jul-13	
Project:	FC05859.001-205 406	60 CLR Erie			W	ork Order:	1307328	
Sample ID:	GP-9 (5')					Lab ID:	1307328-1	
Legal Location:						Matrix:	SOIL	
<b>Collection Date:</b>	7/19/2013 08:05	Percent Moisture: 7.9						
Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
GC/MS VOLATIL	ES			SW826	-	Prep Date	: 7/23/2013	
BENZENE		ND		5	5.4 UG/KG	1		7/23/2013 18:46

5.4 UG/KG

5.4 UG/KG

5.4 UG/KG

5.4 UG/KG

61-134 %REC

57-135 %REC

52-151 %REC

110 MG/KG

SW9071

1

1

1

1

1

1

1

1

Prep Date: 7/25/2013

ND

ND

ND

ND

100

98

98

ND

ALS Environmental FC								
	LIMS Version:	6.653						

# SAMPLE SUMMARY REPORT

\_\_\_\_

Client:	CTL Thompson					Date:	29-Jul-13	
Project:	FC05859.001-205 4060	CLR Erie			V	Vork Order:	1307328	
Sample ID:	GP-10 (5')					Lab ID:	1307328-2	
Legal Location:						Matrix:	SOIL	
<b>Collection Date</b>	: 7/19/2013 08:50				Perce	nt Moisture:	7.1	
Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed

GC/MS VOLATILES		SW8260		Prep Date: 7/23/2013	PrepBy: SDW
BENZENE	ND	5	UG/KG	1	7/23/2013 19:09
TOLUENE	ND	5	UG/KG	1	7/23/2013 19:09
ETHYLBENZENE	ND	5	UG/KG	1	7/23/2013 19:09
M+P-XYLENE	ND	5	UG/KG	1	7/23/2013 19:09
O-XYLENE	ND	5	UG/KG	1	7/23/2013 19:09
Surr: DIBROMOFLUOROMETHANE	97	61-134	%REC	1	7/23/2013 19:09
Surr: TOLUENE-D8	96	57-135	%REC	1	7/23/2013 19:09
Surr: 4-BROMOFLUOROBENZENE	95	52-151	%REC	1	7/23/2013 19:09
OIL & GREASE, GRAVIMETRIC		SW9071		Prep Date: 7/25/2013	PrepBy: <b>TLB</b>
OIL AND GREASE	ND	110	MG/KG	1	7/26/2013

Surr: DIBROMOFLUOROMETHANE

Surr: 4-BROMOFLUOROBENZENE

**OIL & GREASE, GRAVIMETRIC** 

O-XYLENE

Surr: TOLUENE-D8

OIL AND GREASE

# SAMPLE SUMMARY REPORT

7/23/2013 19:33

7/23/2013 19:33

7/23/2013 19:33

7/23/2013 19:33

7/26/2013

PrepBy: **TLB** 

Client:	CTL Thompson					Date: 29-Jul-13			
Project:	FC05859.001-205 4060 CLR Erie				We				
Sample ID:	GP-11 (5')		Lab ID:				1307328-3		
Legal Location:						Matrix: SOIL			
<b>Collection Date:</b>	7/19/2013 09:30				Percent	Moisture: 7.3			
Analyses		Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed		
GC/MS VOLATIL	ES			SW826	0	Prep Date: 7/23/20	13 PrepBy: SDW		
GC/MS VOLATIL BENZENE	ES	ND			<b>0</b> .2 UG/KG	Prep Date: <b>7/23/20</b> 1	13 PrepBy: SDW 7/23/2013 19:33		
	ES	ND ND		5	-	Prep Date: <b>7/23/20</b> 1 1			
				5	.2 UG/KG	1	7/23/2013 19:33		

5.2 UG/KG

61-134 %REC

57-135 %REC

52-151 %REC

110 MG/KG

SW9071

1

1

1

1

1

Prep Date: 7/25/2013

ND

98

97

95

ND

SAMPLE	SUMMARY	REPORT
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Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
<b>Collection Date:</b>	7/19/2013 10:00				Perce	nt Moisture:	8.7	
Legal Location:						Matrix:	SOIL	
Sample ID:	GP-12 (5')					Lab ID:	1307328-4	
Project:	FC05859.001-205 406	50 CLR Erie			V	Vork Order:	1307328	
Client:	CTL Thompson					Date:	29-Jul-13	

GC/MS VOLATILES		SW8260	Prep Date	e: <b>7/23/2013</b> PrepBy: <b>SDW</b>
BENZENE	ND	5.2 U	IG/KG 1	7/23/2013 19:56
TOLUENE	ND	5.2 U	IG/KG 1	7/23/2013 19:56
ETHYLBENZENE	ND	5.2 U	IG/KG 1	7/23/2013 19:56
M+P-XYLENE	ND	5.2 U	IG/KG 1	7/23/2013 19:56
O-XYLENE	ND	5.2 U	IG/KG 1	7/23/2013 19:56
Surr: DIBROMOFLUOROMETHANE	99	61-134 %	6 <i>REC</i> 1	7/23/2013 19:56
Surr: TOLUENE-D8	97	57-135 %	6 <i>REC</i> 1	7/23/2013 19:56
Surr: 4-BROMOFLUOROBENZENE	95	52-151 %	6 <i>REC</i> 1	7/23/2013 19:56
OIL & GREASE, GRAVIMETRIC		SW9071	Prep Date	e: 7/25/2013 PrepBy: TLB
OIL AND GREASE	ND	110 N	IG/KG 1	7/26/2013

# SAMPLE SUMMARY REPORT

Client: CTL	Thompson					Date:	29-Jul-13	
	5859.001-205 4060	CLR Erie			W	ork Order:	1307328	
Sample ID: GP-	13 (5')					Lab ID:	1307328-5	
Legal Location:						Matrix: S	SOIL	
Collection Date: 7/19	/2013 10:40				Percen	t Moisture:	7.7	
Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
GC/MS VOLATILES				SW8260	)	Prep Date	: 7/23/2013	PrepBy: SDW
BENZENE		ND		4.	8 UG/KG	1		7/23/2013 20:20
TOLUENE		ND		4.	8 UG/KG	1		7/23/2013 20:20
ETHYLBENZENE		ND		4.	8 UG/KG	1		7/23/2013 20:20
M+P-XYLENE		ND		4.	8 UG/KG	1		7/23/2013 20:20
O-XYLENE		ND		4.	8 UG/KG	1		7/23/2013 20:20
Surr: DIBROMOFLUO		100		C4 40	4 %REC			7/23/2013 20:20

	OIL AND GREASE	ND	110	MG/KG	1	7/26/2013
С	IL & GREASE, GRAVIMETRIC		SW9071		Prep Date: 7/25/2013	PrepBy: <b>TLB</b>
	Surr: 4-BROMOFLUOROBENZENE	98	52-151	%REC	1	7/23/2013 20:20
	Surr: TOLUENE-D8	97	57-135	%REC	1	7/23/2013 20:20
	SUIT. DIDRUMUFLUURUMETHAME	100	01-134	%REC	I	7/23/2013 20:20

SAMPLE S	SUMMARY	REPORT
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Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
<b>Collection Date:</b>	7/19/2013 11:10				Perce	nt Moisture:	9.1	
Legal Location:						Matrix:	SOIL	
Sample ID:	GP-14 (5')					Lab ID:	1307328-6	
Project:	FC05859.001-205 40	60 CLR Erie			V	Vork Order:	1307328	
Client:	CTL Thompson					Date:	29-Jul-13	

GC/MS VOLATILES		SW8260		Prep Date: 7/23/2013	PrepBy: SDW
BENZENE	ND	5.4	UG/KG	1	7/23/2013 20:44
TOLUENE	ND	5.4	UG/KG	1	7/23/2013 20:44
ETHYLBENZENE	ND	5.4	UG/KG	1	7/23/2013 20:44
M+P-XYLENE	ND	5.4	UG/KG	1	7/23/2013 20:44
O-XYLENE	ND	5.4	UG/KG	1	7/23/2013 20:44
Surr: DIBROMOFLUOROMETHANE	98	61-134	%REC	1	7/23/2013 20:44
Surr: TOLUENE-D8	97	57-135	%REC	1	7/23/2013 20:44
Surr: 4-BROMOFLUOROBENZENE	95	52-151	%REC	1	7/23/2013 20:44
OIL & GREASE, GRAVIMETRIC		SW9071		Prep Date: 7/25/2013	PrepBy: <b>TLB</b>
OIL AND GREASE	ND	110	MG/KG	1	7/26/2013

Surr: DIBROMOFLUOROMETHANE

Surr: 4-BROMOFLUOROBENZENE

**OIL & GREASE, GRAVIMETRIC** 

M+P-XYLENE

Surr: TOLUENE-D8

OIL AND GREASE

**O-XYLENE** 

# SAMPLE SUMMARY REPORT

7/24/2013 14:46

7/24/2013 14:46

7/24/2013 14:46

7/24/2013 14:46

7/24/2013 14:46

7/26/2013

PrepBy: TLB

Client:	CTL Thompson					Date:	29-Jul-13	
Project:	FC05859.001-205 4060	CLR Erie			W	ork Order:	1307328	
Sample ID:	GP-15 (5')					Lab ID:	1307328-7	
Legal Location:						Matrix:	SOIL	
<b>Collection Date:</b>	7/19/2013 11:40				Percent	Moisture:	7.9	
Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
GC/MS VOLATIL	ES			SW826	0	Prep Date	e: <b>7/24/2013</b>	PrepBy: <b>SDW</b>
BENZENE		ND		5	.2 UG/KG	1		7/24/2013 14:46
TOLUENE		ND		5	.2 UG/KG	1		7/24/2013 14:46
ETHYLBENZENE		ND		5	.2 UG/KG	1		7/24/2013 14:46

ND

ND

99

96

96

ND

5.2 UG/KG

5.2 UG/KG

61-134 %REC

57-135 %REC

52-151 %REC

110 MG/KG

SW9071

1

1

1

1

1

1

Prep Date: 7/25/2013

SAMPLE	SUMMARY	REPORT
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Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
<b>Collection Date:</b>	7/19/2013 12:10				Perce	nt Moisture:	8.5	
Legal Location:						Matrix:	SOIL	
Sample ID:	GP-16 (5')					Lab ID:	1307328-8	
Project:	FC05859.001-205 40	60 CLR Erie			V	Vork Order:	1307328	
Client:	CTL Thompson					Date:	29-Jul-13	

GC/MS VOLATILES		SW8260		Prep Date: 7/24/2013	PrepBy: <b>SDW</b>
BENZENE	ND	5.4	UG/KG	1	7/24/2013 15:09
TOLUENE	ND	5.4	UG/KG	1	7/24/2013 15:09
ETHYLBENZENE	ND	5.4	UG/KG	1	7/24/2013 15:09
M+P-XYLENE	ND	5.4	UG/KG	1	7/24/2013 15:09
O-XYLENE	ND	5.4	UG/KG	1	7/24/2013 15:09
Surr: DIBROMOFLUOROMETHANE	99	61-134	%REC	1	7/24/2013 15:09
Surr: TOLUENE-D8	98	57-135	%REC	1	7/24/2013 15:09
Surr: 4-BROMOFLUOROBENZENE	98	52-151	%REC	1	7/24/2013 15:09
OIL & GREASE, GRAVIMETRIC		SW9071		Prep Date: 7/25/2013	PrepBy: <b>TLB</b>
OIL AND GREASE	380	110	MG/KG	1	7/26/2013

Client:	CTL Thompson					Date:	29-Jul-13	
Project:	FC05859.001-205 406	0 CLR Erie			W	ork Order:	1307328	
Sample ID:	S-17					Lab ID:	1307328-9	
Legal Location:						Matrix:	SOIL	
<b>Collection Date:</b>	7/19/2013 14:10				Percer	t Moisture:	2.8	
Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed

GC/MS VOLATILES		SW8260		Prep Date: 7/25/2013	PrepBy: <b>SDW</b>
BENZENE	ND	5.1	UG/KG	1	7/25/2013 13:29
TOLUENE	ND	5.1	UG/KG	1	7/25/2013 13:29
ETHYLBENZENE	ND	5.1	UG/KG	1	7/25/2013 13:29
M+P-XYLENE	ND	5.1	UG/KG	1	7/25/2013 13:29
O-XYLENE	ND	5.1	UG/KG	1	7/25/2013 13:29
Surr: DIBROMOFLUOROMETHANE	100	61-134	%REC	1	7/25/2013 13:29
Surr: TOLUENE-D8	97	57-135	%REC	1	7/25/2013 13:29
Surr: 4-BROMOFLUOROBENZENE	94	52-151	%REC	1	7/25/2013 13:29
OIL & GREASE, GRAVIMETRIC		SW9071		Prep Date: 7/25/2013	PrepBy: <b>TLB</b>
OIL AND GREASE	5800	100	MG/KG	1	7/26/2013

SAMPLE	SUMMARY	REPORT
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Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
<b>Collection Date:</b>	7/19/2013 14:20				Perce	nt Moisture:	0.9	
Legal Location:						Matrix:	SOIL	
Sample ID:	S-18					Lab ID:	1307328-10	
Project:	FC05859.001-205 406	0 CLR Erie			V	Vork Order:	1307328	
Client:	CTL Thompson					Date:	29-Jul-13	

GC/MS VOLATILES		SW8260		Prep Date: 7/24/2013	PrepBy: SDW
BENZENE	ND	4.8	UG/KG	1	7/24/2013 15:56
TOLUENE	ND	4.8	UG/KG	1	7/24/2013 15:56
ETHYLBENZENE	ND	4.8	UG/KG	1	7/24/2013 15:56
M+P-XYLENE	ND	4.8	UG/KG	1	7/24/2013 15:56
O-XYLENE	ND	4.8	UG/KG	1	7/24/2013 15:56
Surr: DIBROMOFLUOROMETHANE	102	61-134	%REC	1	7/24/2013 15:56
Surr: TOLUENE-D8	104	57-135	%REC	1	7/24/2013 15:56
Surr: 4-BROMOFLUOROBENZENE	89	52-151	%REC	1	7/24/2013 15:56
OIL & GREASE, GRAVIMETRIC		SW9071		Prep Date: 7/25/2013	PrepBy: <b>TLB</b>
OIL AND GREASE	1500	100	MG/KG	1	7/26/2013

Surr: 4-BROMOFLUOROBENZENE

Surr: DIBROMOFLUOROMETHANE

HEXANE EXTRACTABLE MATERIAL--GRAVIMETRIC

TOLUENE

Surr: TOLUENE-D8

OIL AND GREASE

# SAMPLE SUMMARY REPORT

7/21/2013 16:21

7/21/2013 16:21

7/21/2013 16:21

7/21/2013 16:21

7/25/2013

PrepBy: BCH

Client:	CTL Thompson					Date:	29-Jul-13	
Project:	FC05859.001-205 4060 C	CLR Erie			W	ork Order:	1307328	
Sample ID:	GP-9					Lab ID:	1307328-35	
Legal Location:			Matrix:	WATER				
<b>Collection Date:</b>	7/19/2013 13:30				Percen	t Moisture:		
Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
						T actor		
GC/MS VOLATIL	ES			SW826	0_25		e: <b>7/21/2013</b>	PrepBy: <b>SDW</b>
GC/MS VOLATIL BENZENE	ES	ND		SW826	<b>0_25</b> 1 UG/L			PrepBy: <b>SDW</b> 7/21/2013 16:21
	ES	ND ND		SW826	-		7	
BENZENE	ES			SW826	1 UG/L		7 7	//21/2013 16:21

1 UG/L

85-115 %REC

84-118 %REC

85-115 %REC

5.7 MG/L

EPA1664

1

1

1

1

1

Prep Date: 7/25/2013

7.6

99

99

101

ND

Surr: 4-BROMOFLUOROBENZENE

Surr: DIBROMOFLUOROMETHANE

HEXANE EXTRACTABLE MATERIAL--GRAVIMETRIC

TOLUENE

Surr: TOLUENE-D8

OIL AND GREASE

# SAMPLE SUMMARY REPORT

7/21/2013 17:08

7/21/2013 17:08

7/21/2013 17:08

7/21/2013 17:08

7/25/2013

PrepBy: BCH

Client:	CTL Thompson						Date: 29-Jul	-13
Project:	FC05859.001-205 4060	CLR Erie				W	ork Order: 130732	28
Sample ID:	GP-11						Lab ID: 130732	28-36
Legal Location:							Matrix: WATE	ER
<b>Collection Date:</b>	7/19/2013 14:00				I	Percen	t Moisture:	
Analyses		Result	Qual	Report Limit	Un	its	Dilution Factor	Date Analyzed
GC/MS VOLATIL	ES			SW826	0_25		Prep Date: 7/21/	2013 PrepBy: SDW
BENZENE		ND			1 U	G/L	1	7/21/2013 17:08
ETHYLBENZENE		ND			1 U	G/L	1	7/21/2013 17:08
M+P-XYLENE		ND			1 U	G/L	1	7/21/2013 17:08
O-XYLENE		ND			1 U	G/L	1	7/21/2013 17:08

2.6

96

100

102

ND

1 UG/L

85-115 %REC

84-118 %REC

85-115 %REC

5.3 MG/L

EPA1664

1

1

1

1

1

Prep Date: 7/25/2013

Surr: 4-BROMOFLUOROBENZENE

Surr: DIBROMOFLUOROMETHANE

HEXANE EXTRACTABLE MATERIAL--GRAVIMETRIC

M+P-XYLENE

Surr: TOLUENE-D8

OIL AND GREASE

**O-XYLENE** 

TOLUENE

# SAMPLE SUMMARY REPORT

7/21/2013 17:55

7/21/2013 17:55

7/21/2013 17:55

7/21/2013 17:55

7/21/2013 17:55

7/21/2013 17:55

7/25/2013

PrepBy: BCH

Client:	CTL Thompson					Date:	29-Jul-13	
Project:	FC05859.001-205 4060	CLR Erie			W	ork Order:	1307328	
Sample ID:	GP-14					Lab ID:	1307328-37	
Legal Location:						Matrix:	WATER	
<b>Collection Date:</b>	7/19/2013 14:15				Percen	t Moisture:		
Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed
Analyses GC/MS VOLATII	_ES	Result	Qual	-		Factor	e: <b>7/21/2013</b>	Date Analyzed PrepBy: SDW
-	_ES	<b>Result</b>	Qual	Limit		Factor	e: <b>7/21/2013</b>	•

1 UG/L

1 UG/L

1 UG/L

85-115 %REC

84-118 %REC

85-115 %REC

5.6 MG/L

EPA1664

1

1

1

1

1

1

1

Prep Date: 7/25/2013

ND

ND

1.3

99

99

101

ND

Client:	CTL Thompson					<b>Date:</b> 29-Jul-1	3
Project:	FC05859.001-205 4060	OCLR Erie			W	ork Order: 1307328	3
Sample ID:	GP-15					Lab ID: 1307328	3-38
Legal Location:						Matrix: WATER	ł
<b>Collection Date:</b>	7/19/2013 14:25				Percer	nt Moisture:	
Analyses		Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
GC/MS VOLATIL	ES			SW826	0_25	Prep Date: 7/21/2	013 PrepBy: SDW
BENZENE		ND			1 UG/L	1	7/21/2013 18:42
ETHYLBENZENE		ND			1 UG/L	1	7/21/2013 18:42
M+P-XYLENE		ND			1 UG/L	1	7/21/2013 18:42

		ND		1	00/L	I	1/21/2013 10.42
	O-XYLENE	ND		1	UG/L	1	7/21/2013 18:42
	TOLUENE	0.56	J	1	UG/L	1	7/21/2013 18:42
	Surr: 4-BROMOFLUOROBENZENE	99		85-115	%REC	1	7/21/2013 18:42
	Surr: DIBROMOFLUOROMETHANE	99		84-118	%REC	1	7/21/2013 18:42
	Surr: TOLUENE-D8	103		85-115	%REC	1	7/21/2013 18:42
н	EXANE EXTRACTABLE MATERIAL0	GRAVIMETRIC		EPA1664		Prep Date: 7/25/2013	PrepBy: BCH
	OIL AND GREASE	ND		5.6	MG/L	1	7/25/2013

Client:	CTL Thompson					Date:	29-Jul-13	
Project:	FC05859.001-205 4060	CLR Erie			١	Vork Order:	1307328	
Sample ID:	BW-19					Lab ID:	1307328-39	
Legal Location:						Matrix:	SOLID	
<b>Collection Date:</b>	7/19/2013 17:30				Perce	nt Moisture:		
Analyses		Result	Qual	Report Limit	Units	Dilution Factor	l	Date Analyzed

	SW8082		Prep Date: 7/25/2013	PrepBy: TLB
	33	UG/KG	1	7/26/2013 18:44
	67	UG/KG	1	7/26/2013 18:44
	33	UG/KG	1	7/26/2013 18:44
	33	UG/KG	1	7/26/2013 18:44
	33	UG/KG	1	7/26/2013 18:44
	33	UG/KG	1	7/26/2013 18:44
	33	UG/KG	1	7/26/2013 18:44
	61-120	%REC	1	7/26/2013 18:44
*	56-130	%REC	1	7/26/2013 18:44
	·	33 67 33 33 33 33 33 61-120	<ul> <li>33 UG/KG</li> <li>67 UG/KG</li> <li>33 UG/KG</li> <li>33 UG/KG</li> <li>33 UG/KG</li> <li>33 UG/KG</li> <li>33 UG/KG</li> <li>61-120 %REC</li> </ul>	33       UG/KG       1         67       UG/KG       1         33       UG/KG       1         61-120       %REC       1

Client:	CTL Thompson					Date: 2	29-Jul-13
Project:	FC05859.001-205 40	60 CLR Erie			W	ork Order: 1	307328
Sample ID:	BW-19					Lab ID: 1	1307328-40
Legal Location:						Matrix: I	LEACHATE
<b>Collection Date:</b>	7/19/2013 17:30				Percent	Moisture:	
				Report		Dilution	
Analyses		Result	Qual	Limit	Units	Factor	Date Analyzed
•	ES	Result	Qual			Factor	7/26/2013 PrepBy: SDW
Analyses GC/MS VOLATIL BENZENE	ES	<b>Result</b> ND	Qual	Limit SW826		Factor	
GC/MS VOLATIL BENZENE	<b>ES</b> FLUOROMETHANE		Qual	Limit SW826	0_25	Factor Prep Date:	7/26/2013 PrepBy: SDW
GC/MS VOLATIL BENZENE	FLUOROMETHANE	ND	Qual	Limit SW826 84-1	<b>0_25</b> 0_UG/L	Factor Prep Date: 10	<b>7/26/2013</b> PrepBy: <b>SDW</b> 7/26/2013 19:05

Client:	CTL Thompson					Date:	29-Jul-13	
Project:	FC05859.001-205 4060	CLR Erie			V	Vork Order:	1307328	
Sample ID:	1 1					Lab ID:	1307328-41	
Legal Location:						Matrix:	WATER	
<b>Collection Date:</b>	7/19/2013				Perce	nt Moisture:		
Analyses		Result	Qual	Report Limit	Units	Dilution Factor		Date Analyzed

GC/MS VOLATILES		SW8260_2	25	Prep Date: 7/21/2013	PrepBy: SDW
BENZENE	ND	1	UG/L	1	7/21/2013 15:34
ETHYLBENZENE	ND	1	UG/L	1	7/21/2013 15:34
M+P-XYLENE	ND	1	UG/L	1	7/21/2013 15:34
O-XYLENE	ND	1	UG/L	1	7/21/2013 15:34
TOLUENE	ND	1	UG/L	1	7/21/2013 15:34
Surr: 4-BROMOFLUOROBENZENE	97	85-115	%REC	1	7/21/2013 15:34
Surr: DIBROMOFLUOROMETHANE	100	84-118	%REC	1	7/21/2013 15:34
Surr: TOLUENE-D8	103	85-115	%REC	1	7/21/2013 15:34

# SAMPLE SUMMARY REPORT

Client:	CTL Thompson				Date:	29-Jul-13	
Project:	FC05859.001-205 4060 CLR Erie			W	ork Order:	1307328	
Sample ID:	Trip Blank				Lab ID:	1307328-41	
Legal Location:					Matrix:	WATER	
<b>Collection Date:</b>	7/19/2013			Percei	nt Moisture:		
Analyses	Result	Qual	Report Limit	Units	Dilution Factor	l	Date Analyzed
Explanation of <b>Q</b>	Qualifiers						
Radiochemistry:							
Y1 - Chemical Yield is Y2 - Chemical Yield o W - DER is greater th * - Aliquot Basis is 'As # - Aliquot Basis is 'D G - Sample density di D - DER is greater tha M - Requested MDC r	an Warning Limit of 1.42 Received' while the Report Basis is 'Dry Weight ry Weight' while the Report Basis is 'As Received ffers by more than 15% of LCS density. an Control Limit	ť. ď.	2 L - LC H - LC P - LC N - Ma NC - N B - An	activity is great S Recovery be S Recovery at S, Matrix Spike Atrix Spike Rec lot Calculated alyte concentr	er than the report low lower control pove upper control e Recovery within overy outside con for duplicate resu ation greater than	limit. I limit. control limits. trol limits Ilts less than 5 time	
	the requested reporting limit but greater than the		ent method det	ection limit (M	DL).		
	at the compound was analyzed for but not detect a is estimated because of the presence of interfe		explanatorv n	ote may be inc	luded in the narra	ative.	

M - Duplicate injection precision was not met.

N - Spiked sample recovery not within control limits. A post spike is analyzed for all ICP analyses when the matrix spike and or spike duplicate fail and the native sample concentration is less than four times the spike added concentration.

Z - Spiked recovery not within control limits. An explanatory note may be included in the narrative.

\* - Duplicate analysis (relative percent difference) not within control limits.

### Organics:

 $\ensuremath{\mathsf{U}}$  or  $\ensuremath{\mathsf{ND}}$  - Indicates that the compound was analyzed for but not detected.

B - Analyte is detected in the associated method blank as well as in the sample. It indicates probable blank contamination and warns the data user.

- E Analyte concentration exceeds the upper level of the calibration range.
- J Estimated value. The result is less than the reporting limit but greater than the instrument method detection limit (MDL).
- A A tentatively identified compound is a suspected aldol-condensation product.
- X The analyte was diluted below an accurate quantitation level.

\* - The spike recovery is equal to or outside the control criteria used.

+ - The relative percent difference (RPD) equals or exceeds the control criteria.

### Diesel Range Organics:

# SAMPLE SUMMARY REPORT

Client:	CTL Thompson					Date: 29-Jul-13	
Project:	FC05859.001-205 4060 C	LR Erie			W	<b>Vork Order:</b> 1307328	
Sample ID:	Trip Blank					Lab ID: 1307328-	41
Legal Location	1:					Matrix: WATER	
<b>Collection Date</b>	e: 7/19/2013				Percer	nt Moisture:	
Analyses	]	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
G - A pattern reserr	nbling gasoline was detected in this sa	mple.					
D - A pattern reserr	bling diesel was detected in this samp	ole.					
M - A pattern resem	nbling motor oil was detected in this sa	ample.					
C - A pattern resem	bling crude oil was detected in this sa	mple.					
4 - A pattern resem	bling JP-4 was detected in this sample	ə.					
5 - A pattern resem	bling JP-5 was detected in this sample	ə.					

H - Indicates that the fuel pattern was in the heavier end of the retention time window for the analyte of interest.

L - Indicates that the fuel pattern was in the lighter end of the retention time window for the analyte of interest.

Z - This flag indicates that a significant fraction of the reported result did not resemble the patterns of any of the following petroleum hydrocarbon products:

- gasoline - JP-8

- diesel

mineral spirits
motor oil
Stoddard solvent

- bunker C

 Client:
 CTL Thompson

 Work Order:
 1307328

 Project:
 FC05859.001-205 4060 CLR Erie

# **QC BATCH REPORT**

Batch ID: E	EX130725-3-1	Instrument ID	Balance		Method:	EPA1664					
LCS	Sample ID: EX130	725-3				Units: MG	۲L	Analysi	s Date:	7/25/2013	
Client ID:		R	un ID: <b>EX130</b> 7	725-3A				Prep Date: 7/25	/2013	DF: 1	
Analyte		Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
OIL AND G	REASE	39.9	5	39.9		100	78-114			18	
LCSD	Sample ID: EX130	725-3				Units: MG	۲L	Analysi	s Date:	7/25/2013	
Client ID:		R	un ID: <b>EX130</b> 7	725-3A				Prep Date: 7/25	/2013	DF: <b>1</b>	
Analyte		Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
OIL AND G	REASE	40.5	5	39.9		102	78-114	39.9		1 18	
МВ	Sample ID: EX130	725-3				Units: MG	۲L	Analysi	s Date:	7/25/2013	
Client ID:		R	un ID: <b>EX130</b> 7	725-3A				Prep Date: 7/25	/2013	DF: <b>1</b>	
Analyte		Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
OIL AND G	REASE	ND	5								
The follow	wing samples were ar	nalyzed in this bat		307328-35 307328-38	130	07328-36	13	807328-37			

#### SW9071 Batch ID: EX130725-8-1 Instrument ID Balance Method: LCS Sample ID: EX130725-8 Units: MG/KG Analysis Date: 7/26/2013 Client ID: Run ID: EX130725-8A Prep Date: 7/25/2013 DF: 1 RPD **RPD** Ref SPK Ref Control Limit Value Limit Value Result ReportLimit SPK Val %REC RPD Qual Analyte OIL AND GREASE 2050 100 2060 100 80-120 20 LCSD Sample ID: EX130725-8 Units: MG/KG Analysis Date: 7/26/2013 Client ID: Run ID: EX130725-8A Prep Date: 7/25/2013 DF: 1 RPD SPK Ref **RPD** Ref Control Limit Value Limit Value RPD Qual Result ReportLimit SPK Val %REC Analyte **OIL AND GREASE** 2040 80-120 100 2060 99 2050 1 20 MB Sample ID: EX130725-8 Units: MG/KG Analysis Date: 7/26/2013 Client ID: Run ID: EX130725-8A Prep Date: 7/25/2013 DF: 1 SPK Ref Control **RPD** Ref RPD Limit Value Limit Value Result ReportLimit SPK Val %REC RPD Qual Analyte OIL AND GREASE ND 100 Sample ID: 1307328-3 Units: MG/KG Analysis Date: 7/26/2013 MS Client ID: GP-11 (5') Run ID: EX130725-8A Prep Date: 7/25/2013 DF: 1 RPD SPK Ref Control **RPD** Ref Limit Value Limit Value %REC RPD Result ReportLimit SPK Val Analyte Qual **OIL AND GREASE** 2200 110 20 107 2210 97 80-120 MSD Sample ID: 1307328-3 Units: MG/KG Analysis Date: 7/26/2013 Prep Date: 7/25/2013 Client ID: GP-11 (5') Run ID: EX130725-8A DF: 1 SPK Ref Control **RPD** Ref RPD Limit Value Limit Value RPD Qual SPK Val %REC Result ReportLimit Analyte OIL AND GREASE 2230 2200 20 107 2220 110 98 80-120 1 1307328-1 1307328-2 1307328-3 The following samples were analyzed in this batch: 1307328-5 1307328-4 1307328-6

1307328-8

1307328-9

1307328-7

1307328-10

SW8082 Batch ID: EX130725-7-1 Instrument ID Pest-1 Method: LCS Sample ID: EX130725-7 Units: UG/KG Analysis Date: 7/26/2013 17:36 Client ID: Run ID: PT130726-11 Prep Date: 7/25/2013 DF: 1 RPD SPK Ref **RPD** Ref Control Limit Value Limit Value Result ReportLimit SPK Val %REC RPD Qual Analyte 130 AROCLOR-1016 33.3 133 97 64-126 50 AROCLOR-1260 141 33.3 133 106 60-130 50 Surr: TETRACHLORO-M-XYLEN 15.5 16.7 93 61-120 15.1 Surr: DECACHLOROBIPHENYL 16.7 91 56-130 LCSD Units: UG/KG Sample ID: EX130725-7 Analysis Date: 7/26/2013 17:59 Client ID: Run ID: PT130726-11 Prep Date: 7/25/2013 DF: 1 SPK Ref RPD Ref RPD Control Value Limit Value Limit RPD Qual Analyte Result ReportLimit SPK Val %REC 128 AROCLOR-1016 33.3 133 96 64-126 130 1 50 141 AROCLOR-1260 33.3 133 105 60-130 141 1 50 15.3 Surr: TETRACHLORO-M-XYLEN 16.7 92 61-120 1 Surr: DECACHLOROBIPHENYL 15.3 16.7 92 56-130 1 MB Sample ID: EX130725-7 Units: UG/KG Analysis Date: 7/26/2013 16:28 Client ID: Run ID: PT130726-11 Prep Date: 7/25/2013 DF: 1 RPD **RPD** Ref SPK Ref Control Limit Value Limit Value RPD %REC Qual Analyte Result ReportLimit SPK Val ND AROCLOR-1016 33 ND AROCLOR-1221 67 ND AROCLOR-1232 33 AROCLOR-1242 ND 33

ND

ND

ND

15.3

14.9

33

33

33

16.7

16.7

1307328-39

61-120

56-130

92

89

AROCLOR-1248

AROCLOR-1254

AROCLOR-1260

Surr: TETRACHLORO-M-XYLEN

Surr: DECACHLOROBIPHENYL

The following samples were analyzed in this batch:

 Client:
 CTL Thompson

 Work Order:
 1307328

 Project:
 FC05859.001-205 4060 CLR Erie

# **QC BATCH REPORT**

Batch ID: VL130721-4-1

Instrument ID HPV1

Method: SW8260\_25

LCS Sample ID: VL130721-4					Units: %RE	EC	Analys	is Date: 7	7/21/2013 1	4:24
Client ID:	R	un ID: <b>VL1307</b>	21-4A				Prep Date: 7/21	/2013	DF: 1	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qua
Surr: 4-BROMOFLUOROBENZE	25.1		25		100	85-115				
Surr: DIBROMOFLUOROMETHA	24.8		25		99	84-118				
Surr: TOLUENE-D8	25.5		25		102	85-115				
BENZENE	9.55	1	10		96	83-117			20	
ETHYLBENZENE	9.8	1	10		98	81-113			20	
M+P-XYLENE	19.9	1	20		100	82-115			20	
O-XYLENE	10	1	10		100	81-115			20	
TOLUENE	9.56	1	10		96	82-113			20	
LCSD Sample ID: VL130721-4					Units: %RI	C	Analys	is Date: 7	7/21/2013 1	4:47
Client ID:	R	un ID: <b>VL1307</b>	21-4A				Prep Date: 7/21	/2013	DF: 1	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qua
Surr: 4-BROMOFLUOROBENZE	24.9		25		100	85-115		1		
Surr: DIBROMOFLUOROMETHA	25.1		25		100	84-118		1		
Surr: TOLUENE-D8	25.4		25		102	85-115		0		

			1/1 400704	4.4		Dee	- Data: 7/04/004		
МВ	Sample ID: VL130721-4				Units: %RI	EC	Analysis D	ate: 7/2	1/2013 15:10
TOLUENE		9.38	1	10	94	82-113	9.56	2	20
O-XYLENE		9.95	1	10	99	81-115	10	1	20
M+P-XYLEN	E	19.6	1	20	98	82-115	19.9	2	20
ETHYLBENZ	ZENE	9.62	1	10	96	81-113	9.8	2	20
BENZENE		9.65	1	10	96	83-117	9.55	1	20

Client ID:	Ru	in ID: VL1307	21-4A				Prep Date: 7/21	1/2013	DF: <b>1</b>	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
Surr: 4-BROMOFLUOROBENZE	24.5		25		98	85-115				
Surr: DIBROMOFLUOROMETHA	24.9		25		99	84-118				
Surr: TOLUENE-D8	25.6		25		102	85-115				
BENZENE	ND	1								
ETHYLBENZENE	ND	1								
M+P-XYLENE	ND	1								
O-XYLENE	ND	1								
TOLUENE	ND	1								
The following samples were analyzed	d in this bato		307328-35 307328-38		7328-36 7328-41	130	07328-37			

Batch ID: VL130723-2-4	Instrument ID	HPV1		Method:	SW8260					
LCS Sample ID: VL130723-	2				Units: <b>UG/</b>	KG	Analys	is Date: 7	/23/2013 1	1:34
Client ID:	Ru	ın ID: <b>VL1307</b>	23-2A				Prep Date: 7/23	8/2013	DF: 1	
				SPK Ref		Control	RPD Ref		RPD	
Analyte	Result	ReportLimit	SPK Val	Value	%REC	Limit	Value	RPD	Limit	Qual
BENZENE	40.1	5	40		100	73-126			30	
TOLUENE	37.9	5	40		95	71-127			30	
ETHYLBENZENE	37.2	5	40		93	74-127			30	
M+P-XYLENE	75.4	5	80		94	79-126			30	
O-XYLENE	37.6	5	40		94	77-125			30	
Surr: DIBROMOFLUOROMETHA	50.2		50		100	61-134				
Surr: TOLUENE-D8	48.5		50		97	57-135				
Surr: 4-BROMOFLUOROBENZE	50.6		50		101	52-151				
LCSD Sample ID: VL130723-	2				Units: <b>UG/</b>	KG	Analys	is Date: 7	/23/2013 1	1:56
Client ID:	Ru	in ID: VL1307	23-2A				Prep Date: 7/23	8/2013	DF: 1	
				SPK Ref		Control	RPD Ref		RPD	
Analyte	Result	ReportLimit	SPK Val	Value	%REC	Limit	Value	RPD	Limit	Qual
BENZENE	37.3	5	40		93	73-126	40.1	7	30	
TOLUENE	34.8	5	40		87	71-127	37.9	9	30	
ETHYLBENZENE	34.2	5	40		85	74-127	37.3	8	30	
M+P-XYLENE	69.5	5	80		87	79-126	75.4	8	30	
O-XYLENE	34.8	5	40		87	77-125	37.6	8	30	
Surr: DIBROMOFLUOROMETHA	50.6		50		101	61-134	01.0	1		
Surr: TOLUENE-D8	48.8		50		98	57-135		1		
Surr: 4-BROMOFLUOROBENZE	50.8		50		102	52-151		0		
MB Sample ID: VL130723-	0				Units: <b>UG/</b>	KC	Analya	ia Doto: <b>7</b>	122/2012 1	0.17
MB Sample ID: VL130723- Client ID:		ın ID: <b>VL1307</b>	' <b>23</b> -2∧		Units. <b>UG</b> /	NG	Prep Date: 7/23		/23/2013 1 DF: 1	2.17
Chent ID.			2J-2A					<i>w</i> 2013		
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
BENZENE	ND	5								
TOLUENE	ND	5								
ETHYLBENZENE	ND	5								
M+P-XYLENE	ND	5								
O-XYLENE	ND	5								
Surr: DIBROMOFLUOROMETHA	49.2		50		98	61-134				
Surr: TOLUENE-D8	48.5		50		97	57-135				
Surr: 4-BROMOFLUOROBENZE	49.3		50		99	52-151				
The following samples were analyz	ed in this bate		307328-1 307328-4		07328-2 07328-5		807328-3 807328-6			

Batch ID: VL130724-2-2	Instrument ID	HPV1		Method:	SW8260					
LCS Sample ID: VL130724-2	2				Units: <b>UG/</b>	KG	Analysi	is Date: 7	/24/2013 1	3:39
Client ID:	Ru	un ID: VL1307	24-2A				Prep Date: 7/24	/2013	DF: <b>1</b>	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
BENZENE	40.9	5	40		102	73-126			30	
TOLUENE	39	5	40		97	71-127			30	
ETHYLBENZENE	38.3	5	40		96	74-127			30	
M+P-XYLENE	77.2	5	80		96	79-126			30	
D-XYLENE	38.6	5	40		97	77-125			30	
Surr: DIBROMOFLUOROMETHA	50.2		50		100	61-134				
Surr: TOLUENE-D8	48.8		50		98	57-135				
Surr: 4-BROMOFLUOROBENZE	51.1		50		102	52-151				
-CSD Sample ID: VL130724-2	2				Units: <b>UG/</b>	KG	Analysi	is Date: 7	/24/2013 1	4:01
Client ID:	Ru	un ID: <b>VL1307</b>	′24-2A				Prep Date: 7/24	/2013	DF: <b>1</b>	
				SPK Ref		Control	RPD Ref		RPD	
Analyte	Result	ReportLimit	SPK Val	Value	%REC	Limit	Value	RPD	Limit	Qua
BENZENE	41.4	5	40		103	73-126	40.9	1	30	
OLUENE	38.4	5	40		96	71-127	39	1	30	
THYLBENZENE	37.6	5	40		94	74-127	38.3	2	30	
M+P-XYLENE	76	5	80		95	79-126	77.2	2	30	
D-XYLENE	38.3	5	40		96	77-125	38.6	1	30	
Surr: DIBROMOFLUOROMETHA	51.2		50		102	61-134		2		
Surr: TOLUENE-D8	49.3		50		99	57-135		1		
Surr: 4-BROMOFLUOROBENZE	50.5		50		101	52-151		1		
MB Sample ID: VL130724-2	2				Units: <b>UG/</b>	KG	Analysi	is Date: 7	/24/2013 1	4:23
Client ID:	Ru	un ID: <b>VL1307</b>	′24-2A				Prep Date: 7/24	/2013	DF: <b>1</b>	
				SPK Ref		Control	RPD Ref		RPD	
Analyte	Result	ReportLimit	SPK Val	Value	%REC	Limit	Value	RPD	Limit	Qua
BENZENE	ND	5								
FOLUENE	ND	5								
THYLBENZENE	ND	5								
//+P-XYLENE	ND	5								
D-XYLENE	ND	5								
Surr: DIBROMOFLUOROMETHA	49.5		50		99	61-134				
Surr: TOLUENE-D8	48.3		50		97	57-135				
	40.0									

98

52-151

50

49.2

Surr: 4-BROMOFLUOROBENZE

Batch ID: VL130724-2-2	nstrument ID	HPV1		Method:	SW8260					
MS Sample ID: 1307328-10				I	Jnits: <b>UG/</b>	KG	Analysis	s Date: 7	/24/2013 1	6:20
Client ID: S-18	Ri	un ID: <b>VL1307</b>	′24-2A				Prep Date: 7/24/	2013	DF: 1	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
BENZENE	22.6	4.66	37.3	4.8	61	73-126			30	*
TOLUENE	17.7	4.66	37.3	4.8	47	71-127			30	*
ETHYLBENZENE	13.1	4.66	37.3	4.8	35	74-127			30	*
M+P-XYLENE	25.5	4.66	74.6	4.8	34	79-126			30	*
O-XYLENE	13	4.66	37.3	4.8	35	77-125			30	*
Surr: DIBROMOFLUOROMETHA	48.1		46.6		103	61-134				
Surr: TOLUENE-D8	45.7		46.6		98	57-135				
Surr: 4-BROMOFLUOROBENZE	46.1		46.6		99	52-151				
MSD Sample ID: 1307328-10					Jnits: <b>UG/</b>	KG	Analysis	s Date: 7/	/24/2013 1	6:42
MSD         Sample ID:         1307328-10           Client ID:         S-18	Rı	un ID: <b>VL130</b> 7	/24-2A		Jnits: <b>UG/</b>	KG	Analysis Prep Date: <b>7/24/</b>		<b>/24/2013 1</b> DF: <b>1</b>	6:42
		un ID: <b>VL1307</b> ReportLimit	<b>724-2A</b> SPK Val	SPK Ref Value	Jnits: <b>UG/</b> %REC	KG Control Limit				<b>6:42</b> Qual
Client ID: S-18				SPK Ref		Control	Prep Date: 7/24/ RPD Ref	2013	DF: <b>1</b> RPD	
Client ID: <b>S-18</b> Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	Prep Date: <b>7/24/</b> RPD Ref Value	2013 RPD	DF: 1 RPD Limit	Qual
Client ID: <b>S-18</b> Analyte BENZENE	Result 24.4	ReportLimit 4.88	SPK Val	SPK Ref Value 4.8	%REC 62	Control Limit 73-126	Prep Date: <b>7/24/</b> RPD Ref Value 22.6	2013 RPD 8	DF: 1 RPD Limit 30	Qual
Client ID: <b>S-18</b> Analyte BENZENE TOLUENE	Result 24.4 19.1	ReportLimit 4.88 4.88	SPK Val 39 39	SPK Ref Value 4.8 4.8	%REC 62 49	Control Limit 73-126 71-127	Prep Date: <b>7/24/</b> RPD Ref Value 22.6 17.7	2013 RPD 8 8	DF: 1 RPD Limit 30 30	Qual *
Client ID: <b>S-18</b> Analyte BENZENE TOLUENE ETHYLBENZENE	Result 24.4 19.1 14	ReportLimit 4.88 4.88 4.88	SPK Val 39 39 39	SPK Ref Value 4.8 4.8 4.8	%REC 62 49 36	Control Limit 73-126 71-127 74-127	Prep Date: <b>7/24/</b> RPD Ref Value 22.6 17.7 13.1	2013 RPD 8 8 7	DF: 1 RPD Limit 30 30 30	Qual * *
Client ID: <b>S-18</b> Analyte BENZENE TOLUENE ETHYLBENZENE M+P-XYLENE	Result 24.4 19.1 14 27.8	ReportLimit 4.88 4.88 4.88 4.88	SPK Val 39 39 39 78.1	SPK Ref Value 4.8 4.8 4.8 4.8	%REC 62 49 36 36	Control Limit 73-126 71-127 74-127 79-126	Prep Date: <b>7/24/</b> RPD Ref Value 22.6 17.7 13.1 25.5	2013 RPD 8 8 7 8	DF: 1 RPD Limit 30 30 30 30	Qual * * *
Client ID: <b>S-18</b> Analyte BENZENE TOLUENE ETHYLBENZENE M+P-XYLENE O-XYLENE	Result 24.4 19.1 14 27.8 14	ReportLimit 4.88 4.88 4.88 4.88	SPK Val 39 39 39 78.1 39	SPK Ref Value 4.8 4.8 4.8 4.8	%REC 62 49 36 36 36	Control Limit 73-126 71-127 74-127 79-126 77-125	Prep Date: <b>7/24/</b> RPD Ref Value 22.6 17.7 13.1 25.5	2013 RPD 8 8 7 8 7 8 7 8 7	DF: 1 RPD Limit 30 30 30 30	Qual * * *
Client ID: <b>S-18</b> Analyte BENZENE TOLUENE ETHYLBENZENE M+P-XYLENE O-XYLENE Surr: DIBROMOFLUOROMETHA	Result 24.4 19.1 14 27.8 14 50.2	ReportLimit 4.88 4.88 4.88 4.88	SPK Val 39 39 39 78.1 39 48.8	SPK Ref Value 4.8 4.8 4.8 4.8	%REC 62 49 36 36 36 103	Control Limit 73-126 71-127 74-127 79-126 77-125 61-134	Prep Date: <b>7/24/</b> RPD Ref Value 22.6 17.7 13.1 25.5	2013 RPD 8 8 7 8 7 8 7 4	DF: 1 RPD Limit 30 30 30 30	Qual * * *

1307328-10

Batch ID: VL130725-2-1	Instrument ID	HPV1		Method:	SW8260					
LCS Sample ID: VL13072	25-2				Units: UG/	KG	Analysi	s Date: 7	/25/2013 1	2:20
Client ID:	Ru	un ID: <b>VL1307</b>	25-2A				Prep Date: 7/25	/2013	DF: 1	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
BENZENE	41.2	5	40		103	73-126			30	
TOLUENE	39.1	5	40		98	71-127			30	
ETHYLBENZENE	38.4	5	40		96	74-127			30	
M+P-XYLENE	77.6	5	80		97	79-126			30	
O-XYLENE	39	5	40		98	77-125			30	
Surr: DIBROMOFLUOROMETHA	50.1		50		100	61-134				
Surr: TOLUENE-D8	48.6		50		97	57-135				
Surr: 4-BROMOFLUOROBENZE	50.5		50		101	52-151				
LCSD Sample ID: VL13072	25-2				Units: <b>UG/</b>	KG	Analysi	s Date: 7	/25/2013 1	2:44
Client ID:	Ru	un ID: <b>VL1307</b>	25-2A				Prep Date: 7/25	/2013	DF: <b>1</b>	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
BENZENE	40.1				100	73-126	41.2	2	30	
TOLUENE	37.9	5	40 40		100 95	71-127	39.1	3	30	
ETHYLBENZENE	37.1	5	40		93	74-127	38.4	4	30	
M+P-XYLENE	75.2	5	80		94	79-126	77.6	3	30	
O-XYLENE	38.1	5	40		95	77-125	39	2	30	
Surr: DIBROMOFLUOROMETHA			50		101	61-134		1		
Surr: TOLUENE-D8	48.1		50		96	57-135		1		
Surr: 4-BROMOFLUOROBENZE			50		100	52-151		1		
MB Sample ID: VL13072	25-2				Units: <b>UG/</b>	KG	Analysi	s Date: 7	/25/2013 1	3:05
Client ID:	Ru	un ID: <b>VL1307</b>	25-2A				Prep Date: 7/25	/2013	DF: <b>1</b>	
				SPK Ref		Control	RPD Ref		RPD	
Analyte	Result	ReportLimit	SPK Val	Value	%REC	Limit	Value	RPD	Limit	Qual
BENZENE	ND	5								
TOLUENE	ND	5								
ETHYLBENZENE	ND	5								
M+P-XYLENE	ND	5								
O-XYLENE	ND	5								
Surr: DIBROMOFLUOROMETHA	49.5		50		99	61-134				
Surr: TOLUENE-D8	48		50		96	57-135				

98

52-151

50

48.9

Surr: 4-BROMOFLUOROBENZE

Batch ID: VL130725-2-1	Instrument ID	HPV1		Method:	SW8260					
MS Sample ID: 1307328-9					Units: <b>UG/</b>	KG	Analysi	s Date: 7/	25/2013 1	3:51
Client ID: S-17	R	un ID: <b>VL1307</b>	25-2A				Prep Date: 7/25	/2013	DF: 1	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
BENZENE	35.2	5.04	40.4	5.1	87	73-126			30	
TOLUENE	34	5.04	40.4	5.1	84	71-127			30	
ETHYLBENZENE	25.5	5.04	40.4	5.1	63	74-127			30	*
M+P-XYLENE	50.7	5.04	80.7	5.1	63	79-126			30	*
O-XYLENE	24.2	5.04	40.4	5.1	60	77-125			30	*
Surr: DIBROMOFLUOROMETHA	53.9		50.4		107	61-134				
Surr: TOLUENE-D8	53.9		50.4		107	57-135				
Surr: 4-BROMOFLUOROBENZE	41.8		50.4		83	52-151				
MSD Sample ID: 1307328-9					Units: <b>UG/</b> I	KG	Analysi	s Date: 7/	25/2013 1	4:15
Client ID: S-17	R	un ID: <b>VL1307</b>	25-2A				Prep Date: 7/25	/2013	DF: 1	
Client ID: <b>S-17</b> Analyte		un ID: <b>VL1307</b> ReportLimit	<b>25-2A</b> SPK Val	SPK Ref Value	%REC	Control Limit	Prep Date: <b>7/25</b> RPD Ref Value	<b>/2013</b> RPD	DF: 1 RPD Limit	Qua
					%REC 60		RPD Ref		RPD	Qua *+
Analyte	Result	ReportLimit	SPK Val	Value		Limit	RPD Ref Value	RPD	RPD Limit	Qua *+ *+
Analyte BENZENE	Result 24.2	ReportLimit 5.02	SPK Val 40.2	Value 5.1	60	Limit 73-126	RPD Ref Value 35.2	RPD 37	RPD Limit	*+
Analyte BENZENE TOLUENE	Result 24.2 18	ReportLimit 5.02 5.02	SPK Val 40.2 40.2	Value 5.1 5.1	60 45	Limit 73-126 71-127	RPD Ref Value 35.2 34	RPD 37 61	RPD Limit 30 30	*+
Analyte BENZENE TOLUENE ETHYLBENZENE	Result 24.2 18 12.2	ReportLimit 5.02 5.02 5.02	SPK Val 40.2 40.2 40.2	Value 5.1 5.1 5.1	60 45 30	Limit 73-126 71-127 74-127	RPD Ref Value 35.2 34 25.5	RPD 37 61 71	RPD Limit 30 30 30	*+ *+ *+
Analyte BENZENE TOLUENE ETHYLBENZENE M+P-XYLENE	Result 24.2 18 12.2 23.4	ReportLimit 5.02 5.02 5.02 5.02	SPK Val 40.2 40.2 40.2 80.4	Value 5.1 5.1 5.1 5.1	60 45 30 29	Limit 73-126 71-127 74-127 79-126	RPD Ref Value 35.2 34 25.5 50.7	RPD 37 61 71 74	RPD Limit 30 30 30 30	*+ *+ *+ *+
Analyte BENZENE TOLUENE ETHYLBENZENE M+P-XYLENE O-XYLENE	Result 24.2 18 12.2 23.4 11.5	ReportLimit 5.02 5.02 5.02 5.02	SPK Val 40.2 40.2 40.2 80.4 40.2	Value 5.1 5.1 5.1 5.1	60 45 30 29 29	Limit 73-126 71-127 74-127 79-126 77-125	RPD Ref Value 35.2 34 25.5 50.7	RPD 37 61 71 74 71	RPD Limit 30 30 30 30	*+ *+ *+ *+

The following samples were analyzed in this batch:

1307328-9

# **QC BATCH REPORT**

Batch ID: VL130726-4-3 Instrument ID HPV1 Method: SW8260 25 LCS Sample ID: VL130726-4 Units: UG/L Analysis Date: 7/26/2013 17:30 Client ID: Run ID: VL130726-4A Prep Date: 7/26/2013 DF: 1 RPD Ref RPD SPK Ref Control Limit Value Limit Value %REC RPD Qual Analyte Result ReportLimit SPK Val BENZENE 9.72 1 10 97 83-117 20 Surr: DIBROMOFLUOROMETHA 25.8 25 103 84-118 Surr: TOLUENE-D8 25.2 25 101 85-115 24.4 Surr: 4-BROMOFLUOROBENZE 25 98 85-115 Units: UG/L LCSD Sample ID: VL130726-4 Analysis Date: 7/26/2013 17:53 Client ID: Run ID: VL130726-4A Prep Date: 7/26/2013 DF: 1 RPD SPK Ref Control **RPD** Ref Value Limit Value Limit RPD Analyte Result ReportLimit SPK Val %REC Qual 9.33 BENZENE 1 10 93 83-117 9.72 4 20 Surr: DIBROMOFLUOROMETHA 25.9 25 104 84-118 0 25.8 25 Surr: TOLUENE-D8 3 103 85-115 85-115 Surr: 4-BROMOFLUOROBENZE 25 25 100 3 MB Sample ID: EX130725-4 Units: UG/L Analysis Date: 7/26/2013 18:41 Client ID: Run ID: VL130726-4A Prep Date: 7/26/2013 DF: 10 RPD **RPD** Ref SPK Ref Control Value Limit Value Limit RPD %REC Qual Analyte Result ReportLimit SPK Val ND BENZENE 10 Surr: DIBROMOFLUOROMETHA 256 250 102 84-118 258 Surr: TOLUENE-D8 250 103 85-115 Surr: 4-BROMOFLUOROBENZE 251 250 100 85-115 ΜВ Sample ID: VL130726-4 Units: UG/L Analysis Date: 7/26/2013 18:17 Client ID: Run ID: VL130726-4A Prep Date: 7/26/2013 DF: 1 SPK Ref Control **RPD** Ref RPD Value Limit Value Limit Result ReportLimit SPK Val %REC RPD Qual Analyte BENZENE ND 1 Surr: DIBROMOFLUOROMETHA 25.8 25 103 84-118 25.9 Surr: TOLUENE-D8 25 104 85-115 24.6 Surr: 4-BROMOFLUOROBENZE 25 99 85-115

The following samples were analyzed in this batch:

ALS Environmental -- FC LIMS Version: 6.653

1307328-40



# 1307521

## **GC/MS** Volatiles:

The samples were analyzed using GC/MS following the current revision of SOP 525 based on SW-846 Method 8260C.

All acceptance criteria were met.

### Oil and Grease:

The samples were prepared and analyzed according to SW-846, 3<sup>rd</sup> Edition procedures based on Method SW-9071 and utilizing the current revision of SOP 640.

All acceptance criteria were met.

# Sample Number(s) Cross-Reference Table

OrderNum: 1307521 Client Name: CTL Thompson Client Project Name: 4060 CLR Erie Client Project Number: FC05859.001-205 Client PO Number:

Client Sample Number	Lab Sample Number	COC Number	Matrix	Date Collected	Time Collected
GP-16 (10')	1307521-1		SOIL	19-Jul-13	12:15
GP-16 (15')	1307521-2		SOIL	19-Jul-13	12:20
GP-16 (20')	1307521-3		SOIL	19-Jul-13	12:30

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	ALS Laboratory Group			Chain-of-Custody	stody				(
	225 Commerce Drive, Fort Collins, Colorado 80524 TF: (800) 443-1511 PH: (970) 490-1511 FK: (910) 490-1522	8				Form 20275	#UNAVRIDEN	1907328	328
(ALS)		SAMPLER	Dames	Harris	T INTE	51/19	PAGE	-	<u>ور</u> در
PROJECT NAME	4060 CLR Erie	SITEJD	1			bread/1 wk.	DISPOSAL	By Labor F	Return to Client
PROJECT No.	FC 05859,001-205	EDD FORMAT	-						
		PURCHASE ORDER	R ~						
COMPANY NAME	CTL Thompson	BILL TO COMPANY	' SAA		3				
SEND REPORT TO	Dave Harris	INVOICE ATTN TO							
ADDRESS	351 Lin	ADDRESS	<i>u</i> h		- - -				
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PHONE	- 04-6	HOHE	Ш						·
FAX		FAX	×		15				
E-MAIL	dharris @ CH thompson.com	E-MAIL			<u>]</u>				
	•	Ŭ 			T				
	Field ID	Matrix	Date . Time	Bottes Pres. CC	9°C% 206				
Θ	GP-9 (5')	5 71	7/19/15 (REDS		XX				
<u>(</u> )	(GP-1Ö (S')	S 4	1 n 13   e연0 <sup>006</sup>	Ř	X				
3	$(5^{p-1} (s'))$		7 HII3 Sector	3	XXI I				
(f)	(5) - 13 (5')	۲ ۲	7/19/13 JOSS						- -
(2)	$(p-13 (S^{1}))$	τ Έ ν	113	б	XX				
(A)	(57-14 (S')	S T		3	XX		-		
(4)	\$ \$	~ +	Thaliz 1140	R	X				
8	(-7-16 (S')		카메카 1310	٦J	X				
6		S 4	<u> </u>	л N					
- 1	5-18	[S]7416	India nuzio a	3					
Time Zone (Circle): E	S=S	NS = non-soit solid V	V=water L=liquid E=e	uxtract F∞filter				ļ	
For metals or anic	For metals or anions, please detail analytes below.						PRINTED NAME	DATE	<u>-</u>
Contrents:				HELINUSHED		AND A			2
			LEVEL II (Standard QC) LEVEL III (Stad QC + forms)	RECEIVED BY RELINCUISHED BY		Marnel Dry	<b>U</b> 1.	110212	13 0940
		CEVEL LEVEL	LEVEL IV (Std OC + forms + raw data)	RECEVED BY					
<b></b> -6				HELINQUISHED BY					
Preservative Key:	1-HCI 2-HNO3 3-H2SO4 4-NaOH 5-NaHSO4	4-NaOH 5-NaHSO4 7-Other 8-4 degrees C	s C 8-5035	RECEIVED BY	2				

										13u7521 Man	25	ver
	ALS Laboratory Group 225 Commerce Dive, Fox Collins, Colorado 80324 TF: (800) 443-1511 Prt. (370) 480-1521	28		Cha	Chain-of-Custody	Уþс		<b></b>	WORKORDER	1907	1307328	$\left[ \right]$
(SIA)		SAMPLER	ALL IN	ALVS	22	DÀTE	7		PAGE	n	<del>ر</del> ۳	
PROJECT NAME	HORO CLE Era	ЦS	STELD			TURNAROUND			DISPOSAL	By Labor	Return to Client	Client
PROJECT No.	FC65859 .001 - Jor	EDD FORMAT	MAT .								ŀ	
	-	PURCHASE ORDER	DER									
COMPANY NAME	CTL Thumpson	BILL TO COMPANY	ANY									
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Lab ID	Field ID	Matrix	Sample Sample Date Time	ple Rottles	Pres. QC							
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67	(	2	Flight 1005	C S		4010						
Time Zone (Circle): E	=	ki NS = non-solt solid	S≖soil NS≈non-solisolid W=water L=liquid E=extract F=fater	E=extract F	= fåter F					- 	-	
For metals or anio	For metals or anions, please detail analytes below.							LINING	PRINTED NAME	1	TIME	¥
Comments:			QC PACKAGE (check below)	-	RELINQUISHED BY		OP. A	Dark	A Reference	1011	1250	
			LEVEL III (Sid OC + forms)	Ē	RELINQUISHED BY	T		Taway	TUMONSCHMILT		nthho s	3
		EL EL	LEVEL IV (Sid QC + forms + raw data)		RECEIVED BY		- - - -				-	<u> </u>
				<b>.</b>	REUNOUISHED BY							
Preservative Key:	1-HCI 2-HNO3 3-H2SO4 4-NBOH 5-NBHSO4	4 7-Other 8-4 degrees C	rees C 9-5035		RECEIVED BY							

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4 of 16

	ALS Laboratory Group		Chain-of-Custody	dy		202
	225 Commerce Drive, Fort Collins, Colorado 80624 TF: (800)443-1511 PH: (970)490-1511 FX: (970)490-1522	# 8		Form 20218		1307328
ALS)		SAMPLER Dave HO	Harri r	DATE 7/19/17	PAGE	л м С
PROJECT NAME	4060 CLR ENe			TURNAROUND	JSPOSAL	10
PROJECT No.	858,001	EDUFORMAT				
		PURCHASE ORDER				
COMPANY NAME	CTL THANG	BITT TO COMPANY				
SEND REPORT TO		INVOKE ATTN TO				
ADDRESS		- ADDRESS -				
CITY / STATE / ZIP		CITY / STATE / ZIP				
PHONE		PHONE				
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E-MAIL		E-MAIL				
Lab ID	Field ID	Matrix Sample Bonas		· · · · ·		
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(Are)	CP-14 (101)	21/11/2 2111 5		Herth		
Æð	(21-14 (121)	MAR SCII S	9	Hord Charles		
(28)	GP-14 (201)	5 1135 7 19 10 T		Plouts		
( <u>7</u>	GP-15 (10')	Shult Shul S				
	CP-1S(S')	ك 111 كر الملك		Wuth		
IN THE ADARS (LITCRO); E	rume zone (ucces): ESI del mater de analytes below. For metals or anions, please detail analytes below.	NS≂non-soil solid W = water L = Equé	ract F=filler	A MARTURE ANALYSIS AND		
Comments:		QC PACKAGE (check below)	<b>VARENTINGUISHED BY</b>	C	Drive Marcic	
			RECEIVED BY	When Kurk is	Lawen Shmit	2420 Spect
		LEVEL III (Sid OC + forms) LEVEL IV (Sid OC + forms + Rew data)	RELINQUISHED BY			
eservative Kev:	1+HCI 2-HNO3 3-H2SO4 4-NaOH 6-NaHSO4 7-Other 8-4 degrees C	9.5035				

	ALS Laboratory Group	_		Chain-of-Custody	Istody			WORKORDER		00000
	TF: (800) 443-1511 PH: (870) 490-1511 FX: (970) 490-1522		H	1	, , ,		Form 20228	•	1301	15010228
ALV		SAMPLER	Dave	FLARTS		DATE 1	19113	PAGE	7	여 역
PROJECT NAME	4066	STEID			TURNAROUND	QUND		DISPOSAL	By Labor	Return to Client
PROJECT No.	00. 6282	EDD FORMAT								
		PURCHASE ORDER							נז	
COMPANY NAME	CTL THINDON	BILL TO COMPANY			 	ž	03 03	7	/1E 54	
SEND REPORT TO		INVOICE ATTN TO				107			1 <u>4</u> v(	
ADDRESS		ADDRESS				je			<u>);</u> 2	
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n L L L L L L L L L L L L L L L L L L L	Field ID	Matrix Sa	Sample Sample	Bottless .	မ မ	097 hm/4			F) R 20/	
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(35)	(-7-9	W 1330	14	<u> </u>	•	X				
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(38)	67-15			<u>7</u> 4 1		X				
(34)	RW- 19	TI SN	1730 71013	2 2						
							(40)			
Time zone (Gircle): T For metals or anio	Time zone (cince): ESI CSI MSI PSI Matrix:O≚oli S≭s For metals or antons, blease defail analytes below.	Maintx:O≭Oli S*Soli NS≖non-Soli Solici W≕water utas balow		L=1quid E=extract F=Nler		SCONATINE	) -	and the second		BHF
Comments:		QC PACKAGE (ch	QC PACKAGE (check below)	<b>AND RELINCTIONSHED BY</b>	F			That's	<u> </u>	<u>ح</u> اح
	at(1h)	TEAET	LEVEL II (Standard OC)	RECEIVED BY		the Ann	X Lawer	in Schwitz	att z	13 1947
	)	TEVEL	LEVEL III (Sid QC + forms)	RELINCUISHED BY		Ð		S		
6		LEVEL I Raw data	LEVEL IV (Std QC + forms + raw data)	E CEIVED BY	BY					

13	075	21/	1 2/3.	13
	• / •		1	(' /
(ALS) CONDITION OF SAMPLE UPON RECEIPT FORM		d		
Client: CTL Thom p501 Workorder No: 130	<u>732</u>	-8,	-1	
Project Manager: ARW' Initials: LAS	Date:	7/20	[13	
1. Does this project require any special handling in addition to standard ALS procedures?		YES	NO	1
2. Are custody seals on shipping containers intact?	NONE	YES	NO	
3. Are Custody seals on sample containers intact?	NONE	YES	NO	
4. Is there a COC (Chain-of-Custody) present or other representative documents?		YES	NO	
5. Are the COC and bottle labels complete and legible?		(ES)	NO	
6. Is the COC in agreement with samples received? (1Ds, dates, times, no. of samples, no. of containers, matrix, requested analyses, etc.)			NO	*
7. Were airbills / shipping documents present and/or removable?	PROP OFP	YES	NO	
Are all aqueous samples requiring preservation preserved correctly? (excluding volatiles)	N/A	YES	(NO)	*
9. Are all aqueous non-preserved samples pH 4-9?	(N/A)	YES	NO	
10. Is there sufficient sample for the requested analyses?		(YES)	NO	
11. Were all samples placed in the proper containers for the requested analyses?		(YES)	NO	
12. Are all samples within holding times for the requested analyses?		(YES)	NO	
13. Were all sample containers received intact? (not broken or leaking, etc.)		(YES)	NO	
<sup>14.</sup> Are all samples requiring no headspace (VOC, GRO, RSK/MEE, Rx CN/S, radon) headspace free? Size of bubble: < green pea > green pea	N/A	YES	NO	
15. Do any water samples contain sediment? Amount				
Amount of sediment: dusting moderate heavy	N/A	YES	(NO)	
16. Were the samples shipped on ice?		YES	NO	
17. Were cooler temperatures measured at 0.1-6.0°C? IR gun used*: (#2) #4	RAD	YES	NO	
Cooler #: 2 3				
Temperature (°C): 4.8 1.2 3.0	•			
No. of custody seals on cooler:				
COT Survey/ Acceptance External μR/hr reading: W/A				
Background μR/hr reading: [0]			<u></u>	
Were external $\mu$ R/hr readings $\leq$ two times background and within DOT acceptance criteria? YES / NO/ NA (If no, see F	form 008.)			
Additional Information: PROVIDE DETAILS BELOW FOR A NO RESPONSE TO ANY QUESTION ABOVE, EXC		ND #16.		
* please see page 2				
If applicable, was the client contacted? YES / NO / NA ) Coptact:	Date/Tin	ne:		
Project Manager Signature / Date:				
*IR Gun #2: Oakton, SN 29922500201-0066 *IR Gun #4: Oakton, SN 2372220101-0002		Page 1 o	,2	

1307-51 / 7/3·113

		nental - Fort Collins PLE UPON RECEIPT FORM	-
(ALS) Client:_ Project Manager:_ Additional Informat	CTL ARW	Workorder No: [30 Initials: UAS	7328 Date: 70013
$ \begin{array}{c}                                     $		ed on COC. Arrived ided to W.O. as 1	1 307328-41

## NOTE:

No pH adjustments shall be made without prior consent of Project Manager. After pH adjustments, hold metals

and radchem samples  $\ge 24$  hrs. before analysis. Was the pH of any sample adjusted by the laboratory? **YES** (See Table below) / NO

## pH Excursion:

ALS Sample ID	Client Sample ID	Initial pH	Final pH		Volume Added (mL)	Lot No. of Reagent	Requested Analysis	Initials / Date / Time	
1307328-35-4	GP-9	7	e2	42504	1.0	50048	04G	Las 7/20/13C	0940
36-4	GP-11	4			1	1		1	
37-4	GP-14	3							
¥ 38-4	69-15	4	↓	ð			1	V	
	·								
[									
	-								
[]									
If applicable, was the client	contacted? YES / NO /	A Contact	:	-			Date/Ti	me:	
Project Manager Signat	ture / Date:	-6-4	well	-7/Z	0/13				

Form 201r24.xls (06/04/2012)

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Page 2 of 2

OIL AND GREASE

Client:	CTL Thompson
Project:	FC05859.001-205 4060 CLR Erie
Sample ID:	GP-16 (10')
Legal Location	:
<b>Collection Date</b>	: 7/19/2013 12:15

ND

 Work Order:
 1307521

 Lab ID:
 1307521-1

 Matrix:
 SOIL

 Percent Moisture:
 14.9

1

8/1/2013

**Date:** 05-Aug-13

Analyses	Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
GC/MS VOLATILES			SW8260		Prep Date: 7/30/201	B PrepBy: SDW
BENZENE	ND		5.7	UG/KG	1	7/30/2013 17:30
TOLUENE	ND		5.7	UG/KG	1	7/30/2013 17:30
ETHYLBENZENE	ND		5.7	UG/KG	1	7/30/2013 17:30
M+P-XYLENE	ND		5.7	UG/KG	1	7/30/2013 17:30
O-XYLENE	ND		5.7	UG/KG	1	7/30/2013 17:30
Surr: DIBROMOFLUOROMETHANE	104		61-134	4 %REC	1	7/30/2013 17:30
Surr: TOLUENE-D8	94		57-135	5 %REC	1	7/30/2013 17:30
Surr: 4-BROMOFLUOROBENZENE	101		52-151	%REC	1	7/30/2013 17:30
OIL & GREASE, GRAVIMETRIC			SW9071		Prep Date: 7/31/201	B PrepBy: BCH

120 MG/KG

### ALS Environmental -- FC LIMS Version: 6.653

Client:	CTL Thompson
Project:	FC05859.001-205 4060 CLR Erie
Sample ID:	GP-16 (15')
Legal Location:	

Collection Date: 7/19/2013 12:20

Analyses

Date: 05-Aug-13 Work Order: 1307521 Lab ID: 1307521-2 Matrix: SOIL

Dilution

Factor

**Percent Moisture: 3.4** 

Date Analyzed

GC/MS VOLATILES		SW8260		Prep Date: 7/30/2013	PrepBy: SDW
BENZENE	ND	4.7	UG/KG	1	7/30/2013 17:53
TOLUENE	ND	4.7	UG/KG	1	7/30/2013 17:53
ETHYLBENZENE	ND	4.7	UG/KG	1	7/30/2013 17:53
M+P-XYLENE	ND	4.7	UG/KG	1	7/30/2013 17:53
O-XYLENE	ND	4.7	UG/KG	1	7/30/2013 17:53
Surr: DIBROMOFLUOROMETHANE	101	61-134	%REC	1	7/30/2013 17:53
Surr: TOLUENE-D8	96	57-135	%REC	1	7/30/2013 17:53
Surr: 4-BROMOFLUOROBENZENE	99	52-151	%REC	1	7/30/2013 17:53
OIL & GREASE, GRAVIMETRIC		SW9071		Prep Date: 7/31/2013	PrepBy: BCH
OIL AND GREASE	ND	100	MG/KG	1	8/1/2013

Report

Limit

Units

Result

Qual

SAMPLE	SUMMARY	<b>REPORT</b>
--------	---------	---------------

Client:	CTL Thompson
Project:	FC05859.001-205 4060 CLR Erie
Sample ID:	GP-16 (20')
Legal Location:	

Collection Date: 7/19/2013 12:30

Analyses

 Date:
 05-Aug-13

 Work Order:
 1307521

 Lab ID:
 1307521-3

 Matrix:
 SOIL

Percent Moisture: 6.2

Dilution Factor Date Analyzed

GC/MS VOLATILES		SW8260		Prep Date: 7/30/2013	PrepBy: SDW
BENZENE	ND	5.2	UG/KG	1	7/30/2013 18:15
TOLUENE	ND	5.2	UG/KG	1	7/30/2013 18:15
ETHYLBENZENE	ND	5.2	UG/KG	1	7/30/2013 18:15
M+P-XYLENE	ND	5.2	UG/KG	1	7/30/2013 18:15
O-XYLENE	ND	5.2	UG/KG	1	7/30/2013 18:15
Surr: DIBROMOFLUOROMETHANE	100	61-134	%REC	1	7/30/2013 18:15
Surr: TOLUENE-D8	95	57-135	%REC	1	7/30/2013 18:15
Surr: 4-BROMOFLUOROBENZENE	98	52-151	%REC	1	7/30/2013 18:15
OIL & GREASE, GRAVIMETRIC		SW9071		Prep Date: 7/31/2013	PrepBy: BCH
OIL AND GREASE	ND	110	MG/KG	1	8/1/2013

Report

Limit

Units

Result

Qual

# SAMPLE SUMMARY REPORT

Client:	CTL Thompson	Date: 05-Aug-13 Work Order: 1307521 Lab ID: 1307521-3							
Project:	FC05859.001-205 4060 CLR Erie GP-16 (20')								
Sample ID:									
Legal Location:					Matrix:	SOIL			
<b>Collection Date:</b> 7/19/2013 12:30				Percer	nt Moisture:	6.2			
Analyses		Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed		
Explanation of <b>Q</b>	Qualifiers								
Radiochemistry:									
Y1 - Chemical Yield is Y2 - Chemical Yield o W - DER is greater th * - Aliquot Basis is 'As # - Aliquot Basis is 'D G - Sample density di D - DER is greater tha M - Requested MDC r	an Warning Limit of 1.42 Received' while the Report Bas ry Weight' while the Report Basi ffers by more than 15% of LCS o an Control Limit	itative yield is a is is 'Dry Weig s is 'As Receiv lensity.	hť. eď.	2 L - LC H - LC P - LC N - Ma NC - N B - An	activity is great S Recovery be S Recovery at S, Matrix Spike trix Spike Rec lot Calculated alyte concentr	ter than the report elow lower control pove upper control e Recovery within covery outside con for duplicate resu ation greater than	limit. I limit. control limits. trol limits Ilts less than 5 times MDC		
Inorganics:									
	the requested reporting limit bu	0		nt method det	ection limit (M	DL).			
	at the compound was analyzed f								
E - The reported value	e is estimated because of the pre	esence of inter	rerence. An	explanatory n	ote may be inc	cluded in the harra	ative.		

M - Duplicate injection precision was not met.

N - Spiked sample recovery not within control limits. A post spike is analyzed for all ICP analyses when the matrix spike and or spike duplicate fail and the native sample concentration is less than four times the spike added concentration.

Z - Spiked recovery not within control limits. An explanatory note may be included in the narrative.

\* - Duplicate analysis (relative percent difference) not within control limits.

### Organics:

 $\ensuremath{\mathsf{U}}$  or  $\ensuremath{\mathsf{ND}}$  - Indicates that the compound was analyzed for but not detected.

B - Analyte is detected in the associated method blank as well as in the sample. It indicates probable blank contamination and warns the data user.

- E Analyte concentration exceeds the upper level of the calibration range.
- J Estimated value. The result is less than the reporting limit but greater than the instrument method detection limit (MDL).
- A A tentatively identified compound is a suspected aldol-condensation product.
- X The analyte was diluted below an accurate quantitation level.
- \* The spike recovery is equal to or outside the control criteria used.
- + The relative percent difference (RPD) equals or exceeds the control criteria.

### Diesel Range Organics:

# SAMPLE SUMMARY REPORT

Client:	CTL Thompson					Date: 05-Aug	g-13
Project:	FC05859.001-205 4060	CLR Erie			V	Vork Order: 130752	21
Sample ID:	GP-16 (20')					Lab ID: 130752	21-3
Legal Location:						Matrix: SOIL	
<b>Collection Date:</b>	7/19/2013 12:30				Perce	nt Moisture: 6.2	
Analyses		Result	Qual	Report Limit	Units	Dilution Factor	Date Analyzed
D - A pattern resembli M - A pattern resembli C - A pattern resembli 4 - A pattern resembli	ing gasoline was detected in this ng diesel was detected in this sa ing motor oil was detected in this ng crude oil was detected in this ng JP-4 was detected in this san ng JP-5 was detected in this san	ample. sample. sample. nple.					

H - Indicates that the fuel pattern was in the heavier end of the retention time window for the analyte of interest.

L - Indicates that the fuel pattern was in the lighter end of the retention time window for the analyte of interest.

Z - This flag indicates that a significant fraction of the reported result did not resemble the patterns of any of the following petroleum hydrocarbon products:

- gasoline - JP-8

- diesel

mineral spirits
motor oil
Stoddard solvent

- bunker C

 Client:
 CTL Thompson

 Work Order:
 1307521

 Project:
 FC05859.001-205 4060 CLR Erie

# **QC BATCH REPORT**

Batch ID: E	X130731-6-1	Instrun	nent ID	Balance		Method:	SW9071					
LCS	Sample ID: EX	(130731-6					Units: MG/KG		Analysis Date: 8/1/2013			
Client ID:			Rı	un ID: <b>EX1307</b>	'31-6A				Prep Date: 7/31/2	013	DF: <b>1</b>	
Analyte			Pocult	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qua
				•						RFD		Qua
OIL AND GF	REASE		2060	100	2060		100	80-120			20	
LCSD	Sample ID: EX	(130731-6					Units: MG/KG		Analysis Date: 8/1/2		8/1/2013	
Client ID:			Run ID: <b>EX130731-6A</b>						Prep Date: 7/31/2	013	DF: 1	
Analyte			Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qua
OIL AND GF	REASE		2040	100	2060		99	80-120	2060	1	20	
МВ	Sample ID: EX	(130731-6					Units: MG/KG		Analysis Date: 8/1/2013		8/1/2013	
Client ID:			Run ID: <b>EX130731-6A</b>						Prep Date: 7/31/2013		DF: <b>1</b>	
Analyte			Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qua
OIL AND GF	REASE		100	100								
MS	Sample ID: 1307521-2						Units: MG/KG		Analysis Date: 8/1/2013			
Client ID: GP-16 (15')			Run ID: EX130731-6A						Prep Date: 7/31/2	013	DF: 1	
Analyte			Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qua
OIL AND GF	REASE		2090	102	2110	100	99	80-120			20	
MSD	Sample ID: 13	Sample ID: 1307521-2					Units: MG/	KG	Analysis Date: 8/1/2013			
Client ID: GP-16 (15')			Ru	un ID: <b>EX1307</b>	'31-6A				Prep Date: 7/31/2	013	DF: <b>1</b>	
Analyte			Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qua
OIL AND GF	REASE		2090	102	2100	100	100	80-120	2090	0	20	
The following samples were analyzed in this batch: 1307521-1						130	7521-2	19	07521-3			

**Project:** FC05859.001-205 4060 CLR Erie

Batch ID: VL130730-2-1	Instrument ID	HPV1		Method:	SW8260					
LCS Sample ID: VL130730-2	2				Units: <b>UG/</b>	KG	Analys	is Date:	7/30/2013 1	6:19
Client ID:	Ru	un ID: <b>VL1307</b>	30-2A				Prep Date: 7/30	/2013	DF: 1	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
BENZENE	43.6	5	40		109	73-126			30	
TOLUENE	40.1	5	40		100	71-127			30	
ETHYLBENZENE	39.2	5	40		98	74-127			30	
M+P-XYLENE	78.3	5	80		98	79-126			30	
O-XYLENE	39.9	5	40		100	77-125			30	
Surr: DIBROMOFLUOROMETHA	51.9		50		104	61-134				
Surr: TOLUENE-D8	48		50		96	57-135				
Surr: 4-BROMOFLUOROBENZE	51.4		50		103	52-151				
LCSD Sample ID: VL130730-2	2				Units: <b>UG/</b>	KG	Analys	is Date: '	7/30/2013 1	6:43
Client ID:	Ru	un ID: <b>VL1307</b>	'30-2A				Prep Date: 7/30	/2013	DF: 1	
				SPK Ref		Control	RPD Ref		RPD	
Analyte	Result	ReportLimit	SPK Val	Value	%REC	Limit	Value	RPD	Limit	Qual
BENZENE	43.2	5	40		108	73-126	43.6	1	1 30	
TOLUENE	40	5	40		100	71-127	40.1	(	) 30	
ETHYLBENZENE	39.1	5	40		98	74-127	39.2	(	) 30	
M+P-XYLENE	79.9	5	80		100	79-126	78.3	2	2 30	
O-XYLENE	40.3	5	40		101	77-125	39.9	1	1 30	
Surr: DIBROMOFLUOROMETHA	51.9		50		104	61-134		(	)	
Surr: TOLUENE-D8	48.5		50		97	57-135		1	1	
Surr: 4-BROMOFLUOROBENZE	52.1		50		104	52-151		1	1	
MB Sample ID: VL130730-2	2				Units: <b>UG/</b>	KG	Analys	is Date: ˈ	7/30/2013 1	7:06
Client ID:	Ru	un ID: <b>VL1307</b>	30-2A				Prep Date: 7/30	/2013	DF: 1	
				SPK Ref		Control	RPD Ref		RPD	
Analyte	Result	ReportLimit	SPK Val	Value	%REC	Limit	Value	RPD	Limit	Qual
BENZENE	ND	5								
TOLUENE	ND	5								
ETHYLBENZENE	ND	5								
M+P-XYLENE	ND	5								
O-XYLENE	ND	5								
Surr: DIBROMOFLUOROMETHA	50.9		50		102	61-134				
Surr: TOLUENE-D8	47.7		50		95	57-135				

102

52-151

50

50.8

Surr: 4-BROMOFLUOROBENZE

**Project:** FC05859.001-205 4060 CLR Erie

Batch ID: VL130730-2-1	Instrument ID	HPV1		Method:	SW8260					
MS Sample ID: 1307521-3	3				Units: <b>UG/</b>	KG	Analysi	s Date: 7	/30/2013 1	8:38
Client ID: GP-16 (20')	Ru	ın ID: <b>VL1307</b>	'30-2A				Prep Date: 7/30/	2013	DF: 1	
Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	RPD Ref Value	RPD	RPD Limit	Qual
BENZENE	41.4	5.12	40.9	5.2	101	73-126			30	
TOLUENE	37.4	5.12	40.9	5.2	91	71-127			30	
ETHYLBENZENE	36.7	5.12	40.9	5.2	90	74-127			30	
M+P-XYLENE	73.4	5.12	81.9	5.2	90	79-126			30	
O-XYLENE	37.4	5.12	40.9	5.2	91	77-125			30	
Surr: DIBROMOFLUOROMETHA	53.3		51.2		104	61-134				
Surr: TOLUENE-D8	48.4		51.2		95	57-135				
Surr: 4-BROMOFLUOROBENZE	51.7		51.2		101	52-151				
MSD Sample ID: 1307521-3					Units: <b>UG/</b>	KG	Analysi	s Date: 7	/30/2013 1	9:02
MSD         Sample ID:         1307521-3           Client ID:         GP-16 (20')	Ru	ın ID: <b>VL1307</b>	'30-2A		Units: <b>UG/</b>	KG	Analysi Prep Date: <b>7/30/</b>		/30/2013 1 DF: 1	9:02
		ın ID: <b>VL1307</b> ReportLimit	7 <b>30-2A</b> SPK Val	SPK Ref Value	Units: <b>UG/</b> %REC	KG Control Limit				<b>9:02</b> Qual
Client ID: GP-16 (20')				SPK Ref		Control	Prep Date: 7/30/ RPD Ref	2013	DF: 1 RPD	
Client ID: GP-16 (20') Analyte	Result	ReportLimit	SPK Val	SPK Ref Value	%REC	Control Limit	Prep Date: <b>7/30/</b> RPD Ref Value	2013 RPD	DF: <b>1</b> RPD Limit	
Client ID: <b>GP-16 (20')</b> Analyte BENZENE	Result 41.7	ReportLimit 5.15	SPK Val 41.2	SPK Ref Value 5.2	%REC 101	Control Limit 73-126	Prep Date: <b>7/30/</b> RPD Ref Value 41.4	2013 RPD	DF: <b>1</b> RPD Limit 30	
Client ID: GP-16 (20') Analyte BENZENE TOLUENE	Result 41.7 37.4	ReportLimit 5.15 5.15	SPK Val 41.2 41.2	SPK Ref Value 5.2 5.2	%REC 101 91	Control Limit 73-126 71-127	Prep Date: <b>7/30/</b> RPD Ref Value 41.4 37.4	2013 RPD 1 0	DF: 1 RPD Limit 30 30	
Client ID: GP-16 (20') Analyte BENZENE TOLUENE ETHYLBENZENE	Result 41.7 37.4 35.5	ReportLimit 5.15 5.15 5.15	SPK Val 41.2 41.2 41.2	SPK Ref Value 5.2 5.2 5.2	%REC 101 91 86	Control Limit 73-126 71-127 74-127	Prep Date: <b>7/30/</b> RPD Ref Value 41.4 37.4 36.7	2013 RPD 1 0 3	DF: 1 RPD Limit 30 30 30	
Client ID: GP-16 (20') Analyte BENZENE TOLUENE ETHYLBENZENE M+P-XYLENE	Result 41.7 37.4 35.5 72.2	ReportLimit 5.15 5.15 5.15 5.15	SPK Val 41.2 41.2 41.2 82.3	SPK Ref Value 5.2 5.2 5.2 5.2 5.2	%REC 101 91 86 88	Control Limit 73-126 71-127 74-127 79-126	Prep Date: <b>7/30/</b> RPD Ref Value 41.4 37.4 36.7 73.4	2013 <u>RPD</u> 1 0 3 2	DF: 1 RPD Limit 30 30 30 30	
Client ID: GP-16 (20') Analyte BENZENE TOLUENE ETHYLBENZENE M+P-XYLENE O-XYLENE	Result 41.7 37.4 35.5 72.2 36	ReportLimit 5.15 5.15 5.15 5.15	SPK Val 41.2 41.2 41.2 82.3 41.2	SPK Ref Value 5.2 5.2 5.2 5.2 5.2	%REC 101 91 86 88 88	Control Limit 73-126 71-127 74-127 79-126 77-125	Prep Date: <b>7/30/</b> RPD Ref Value 41.4 37.4 36.7 73.4	2013 RPD 1 0 3 2 4	DF: 1 RPD Limit 30 30 30 30	
Client ID: GP-16 (20') Analyte BENZENE TOLUENE ETHYLBENZENE M+P-XYLENE O-XYLENE Surr: DIBROMOFLUOROMETHA	Result 41.7 37.4 35.5 72.2 36 52.4	ReportLimit 5.15 5.15 5.15 5.15	SPK Val 41.2 41.2 41.2 82.3 41.2 51.5	SPK Ref Value 5.2 5.2 5.2 5.2 5.2	%REC 101 91 86 88 88 102	Control Limit 73-126 71-127 74-127 79-126 77-125 61-134	Prep Date: <b>7/30/</b> RPD Ref Value 41.4 37.4 36.7 73.4	2013 RPD 1 0 3 2 4 2	DF: 1 RPD Limit 30 30 30 30	



#### REPORT OF MINE SUBSIDENCE STUDY PROPOSED RANCHWOOD SENIOR COMMUNITY ERIE, COLORADO PSI REPORT NUMBER 532-75015

Prepared For

Baumeister Guthery L.C. Architects and Planners 3233 North Harvey Parkway Oklahoma City, Oklahoma 73118

Prepared By:

Professional Service Industries, Inc. 451 East 124<sup>th</sup> Avenue Thornton, Colorado 80241

> James W. Niehoff, P.E. Chief Engineer

Bryan K. Simpson, P.G. Senior Geologist

April 15, 2007

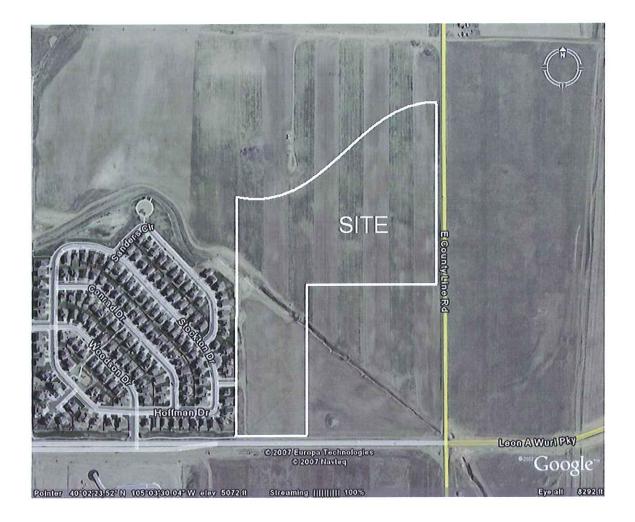
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APPENDIX

## **1.0 INTRODUCTION**

As authorized, Professional Service Industries, Inc. (PSI) has conducted a mine subsidence study for a site proposed for a senior living and health care development in Erie, Colorado. This work was conducted in accordance with our proposal number 532-650049, revised February 26, 2006 which was accepted by Mr. Terry K. Baumeister of Baumeister Guthery L.C. The report, which follows, presents a summary of project information furnished to us, a description of our research and field work, and our conclusions and recommendations relating to the proposed development at the site.



## 2.0 PROJECT INFORMATION

Based upon our discussions with Mr. Terry Baumeister of Baumeister Guthery, L. C., we understand that a site located northwestern of the intersection of East County Line Road and Leon A. Wurl Parkway in Erie, Colorado is under consideration for the development of a senior living community (see Figure 1 in the Appendix). The site consists of an L-shaped parcel and measures approximately 1,500 feet in the east-west direction and 1,800 feet in the north-south direction. The site is currently a cultivated field. An irrigation ditch bisects the site in a northwest to southeast direction. Overall, site grades fall generally to the east approximately 50 feet over the property limits.

The development proposed for the site includes a primary independent/assisted living center facility in the north central portion of the site. Four outlot parcels planned for future medical offices are located along the east portion of the site. The southwest corner of the property is planned for two future restaurant developments. Two other outlot areas located in the central west and northwest portion of the site are planned for future as yet to be determined development. The remainder of the site will be developed with access drives, paved parking lots, and detention basins.

The Erie and nearby Lafayette areas were extensively mined for coal beginning in the mid 1800s and continuing until the first half of the 20<sup>th</sup> Century. As a result of the collapse of these old mines over time, the ground surface has experienced subsidence in many areas and can pose a risk to structures built above and within a short lateral distance of undermined areas. The site under consideration for this development is underlain by three coal mines.

The purposes of the current study were as follows:

- Evaluate the lateral extent of existing mines within the site limits through research and field study.
- Characterize the nature of materials above and within the mined zones with a particular emphasis on the size and height of remaining voids within the subsurface profile which may be prone to future collapse.
- Quantify the potential risks of construction within the site relative to future subsidence and subsidence patterns.
- Develop general guidelines for mitigation of subsidence for proposed development.

## 3.0 RESEARCH

Prior to conducting on-site exploration activities, we researched existing publications, maps, and other available information relating to past mining activity within the site limits. The documents referenced included, but were not limited to the following:

- Coal Mine Subsidence and Land Use in the Boulder-Weld Coalfield, Boulder and Weld Counties, Colorado, by Amuedo, Ivey, et al., Colorado Geological Survey, 1975.
- 2. Annotated Bibliography of Subsidence Studies over Abandoned Coal Mines in Colorado, compiled by Hatton and Turney, Information Series 22, Colorado Geological Survey, 1989.
- 3. Report of Mine Subsidence Study, Regency Centers Site, prepared by PSI, Inc. November 8, 2006.
- 4. **Preliminary Geotechnical Engineering Study,** Proposed Shopping Center, Northwest Corner, Leon A. Wurl Parkway And East County Line Road, Erie, Colorado, prepared by Kumar & Associates, Inc., August 19, 2005.
- 5. **Preliminary Mine Subsidence Investigation, Proposed Retail Center,** prepared by Western Environment and Ecology, Inc., June 18, 2004.
- 6. *Mine Subsidence Investigation, Lumry Estate Property,* prepared by Western Environment and Ecology, Inc., dated November 15, 1994.
- 7. *Mine Subsidence Investigation, Lumry Estate Property,* prepared by Western Environment and Ecology, Inc., dated November 15, 1996.

A review of our research findings are presented in the following subsections of this report.

#### 3.1 Site Geology

The site of the proposed development is located within the Denver-Julesburg Basin, a broad area of relatively flat-bedded sedimentary deposits extending to depths of a few hundred feet at the western terminus of the Front Range to several thousands of feet further to the east. The uppermost geologic unit present in the Erie area consists of the Cretaceous Aged Laramie Formation. This formation is composed of interbedded sandstones, claystones, and localized coal seams, and extends to depths of up to about 600 feet.

The primary coal deposits present within the limits of the site are detailed in the following section. The coal seams encountered in each mine were at one time stratagraphically continuous with each other, but due to subsequent growth faulting during continued deposition (listric normal faults occurring well over 50,000 year in the past) the coal seams have been offset from each other. This growth faulting, thus effectively separates the coal mine workings of each mine from each other.

#### 3.2 Mining Activity

Based upon our review of mine maps contained within the above listed references, three mines operated within the limits of the property in the mid to latter part of the 19<sup>th</sup> Century.

#### Stewart Mine

The Stewart Mine is located primarily along the northwest portion of the site. This mine reportedly employed the room and pillar method for coal extraction with rooms and intervening pillars were oriented slightly east of north. Mine coal seam thickness was approximately 4 feet, 4 inches. Information with regard to specific depths to mined coal seams is inconclusive, but overburden thicknesses are historically documented to be on the order of 100 feet above the production seam. Access to this mine was from a vertical shaft located to the north of the subject site.

#### Lister Mine

The Lister Mine is located primarily along the central and east portions site. This mine extracted coal from the Garfield Upper Seam. As with the Stewart Mine, the Lister Mine reportedly employed the room and pillar method for coal extraction with rooms and intervening pillars oriented slightly east of north. The overburden thickness above the production coal seam depth for the Lister Mine is historically documented as approximately 80 to 95 feet. The average thickness of coal removed is approximately 5.5 feet. Access to this mine was from a vertical shaft on the property. However, the location of this shaft is no longer visible.

#### **Garfield Mine**

Portions of the Garfield mine underlie the southern part of the site. The Garfield Mine was located a short distance to the west of East County Line Road and north of the present Leon A. Wurl Parkway. Within the eastern portions of this mine, coal was reportedly extracted from both the Garfield Upper Seam and the Garfield Lower Seams. Access to the mine was by means of a vertical shaft located offsite near the southern property line, about 650 feet west of East County Line Road.

The "A" Seam, which is about 3 to 4 feet thick and located at a depth of about 35 to 40 feet below site grades was not documented as mined. The Garfield Upper Seam is about 4 feet thick and located at a depth of about 60 to 90 feet below grade, and the Garfield Lower Seam is about 4-1/2 to 6 feet in thickness, and located about 85 to 115 feet below site grades.

Coal within these two seams was also reportedly removed using the "room and pillar" method. Mine maps suggest that the rooms and pillars associated with the Garfield Mine were oriented slightly east of due north. Historic mine maps suggest that the pillars were largely removed prior to closure of this mine and that the roofs of the mine are largely collapsed.

These mines were reportedly closed prior to 1900. A composite map indicating the approximate locations and extent of the mines is presented on Figure 2 in the Appendix.

#### 3.3 Coal Mine Subsidence

Surface subsidence due to underground mining is a common occurrence, and has been observed in many areas within the Boulder-Weld County Coal Field area. Subsidence generally takes two forms. In the first, strata overlying the mines either deform or fracture, sloughing downward into the open "rooms". The surface reflection of such movement is generally smaller in magnitude than the vertical height of the underground opening, but projects outward well beyond the limits of the mine. The shape of the surface subsidence is dependent upon the size of the underground opening, the degree to which rock or soil "bulks" (decreases in density as a result of collapse), the depth of the mine below the ground surface, and the stiffness of the overlying strata. Typically, shallower mines tend to exhibit more severe and localized evidence of subsidence than do mines at greater depth.

The second subsidence phenomenon is the formation of "sinkholes". Sinkholes are typically circular or elongated surface depressions that typically form within a very short period of time and can cause substantial damage to overlying structures or utilities supported at grade. Sinkholes typically form as a result of the progressive collapse of underground voids, or through the erosion of soils into voids underground. In either case, the near surface geologic strata form an arch and support underground voids for some period of time. As the void progresses upward due to sloughing or subsurface erosion, the arch weakens and finally collapses. Sinkholes are typically associated with loosely filled abandoned mine shafts, but may also occur where mines are overlain by thin or weak rock or by substantial thicknesses of soil.

In the Erie area, a substantial number of studies have been conducted to assess the risk of future ground subsidence resulting from the collapse or filling of voids. In general, these studies have found that "rooms" created by mining activities have generally collapsed over the years and that remaining voids are typically only a few inches in height and of limited lateral extent. It is thought that the claystones present above and below the coal seams expanded into the open voids over time as a result of both stress relief and through swell as they were exposed to free water. Regardless of the cause, the risk of future ground subsidence has been substantially mitigated through the natural bulking of collapsed materials into subsurface voids, followed by expansion of claystones above and below mined seams.

In the mid 1970's the Colorado Geological Survey, conducted an extensive review of mining activity and associated ground subsidence issues within Boulder and Weld Counties. As part of this review, various criteria were considered in the assessment of the potential for future subsidence and permissible land use above abandoned mines. Among these criteria included the depth to coal seams, the thickness of seams, age of the mine and past reported subsidence activity, among others. The results of these studies were presented in their 1975 publication, *Coal Mine Subsidence and Land Use in the Boulder-Weld Coalfield*. Relative risks assigned three categories as summarized below:

- Severe Sites located in areas with this designation are prone to significant and sudden subsidence and are likely to cause significant damage to or failure of buried utilities and overlying structures.
- 2. *Moderate* These sites are prone to subsidence that may occur gradually, but could result in significant damage to overlying structures.
- 3. Low Sites with this designation pose the risk of some long term subsidence, but may be suitable for construction with appropriate engineering design features and allowances for on-going maintenance and repair.

The entire Boulder-Weld Coalfield area was appraised relative to the criteria noted above and a map was developed to present the relative risk factors for specific areas. Based upon our review of this map, the site lies within an area designated as <u>Low Risk</u> as defined above.

#### 3.4 Previous Studies

The site and portions of the site has been the subject of several past geotechnical and geologic studies, the reports of which are listed as references 3, 4, 5, and 6 at the beginning of this section. As part of these studies, the site and adjacent parcels were explored by means of 21 deep and 6 relatively shallow borings. Borings conducted for the Kumar and Associates (Kumar) study were located on an adjacent parcel of land located south of the subject site and were all terminated in near surface claystone and sandstone bedrock materials well above the mined intervals. The deeper borings, were performed by PSI, Inc. (7 borings completed in 2006) and also Western Environment and Ecology (4 borings completed in 1994, and 10 additional completed in 1996).

The borings for Western Environment and Ecology were advanced in conjunction with a mine subsidence study and included lithologic logs and caliper tests to evaluate the height of remaining voids. Five of the borings were advanced within the subject site. The remaining nine borings where advanced in parcels adjacent to the subject site. These deeper borings typically found that mined areas had largely collapsed. No open voids were found in the explored locations. Caliper tests typically only revealed minor enlargement of the drilled holes within the mined intervals. A loss of drilling water was noted in Borings BH-8 and BH-9 suggesting that the materials currently present within the mined intervals are somewhat loose and porous.

The PSI borings were advanced in conjunction with a coal mine subsidence study for an adjacent parcel. Of the 7 deep borings advanced for this study, three, B-5, B-5a and B-6 penetrated mined areas. The remaining borings were drilled in unmined areas or through apparent pillars. Boring B-6 found disturbed claystone bedrock within an apparent mined interval at a depth of 76.5 to 81.5 below existing grade, with no apparent voids. In boring B-5, an apparent access tunnel was penetrated and augers were noted to advance rapidly a vertical distance of about 3 to 4 feet beginning at a depth of about 82 feet below grade. Boring B-5a was offset about 5 feet to the east and the material within the softer zone beneath a depth of 82 feet was sampled and tested with the split barrel sampler. The mined interval was found to be filled with coal fragments and highly disturbed claystone bedrock that had degraded to a stiff soil like material. No open voids were noted within the mined interval.

Proposed Ranchwood Senior Community PSI Project Number 532-75015

Groundwater was checked in each of the boreholes shortly after drilling and after a 1 to 4 day stabilization period. Groundwater was typically found at depths of about 28 to 33 feet below existing grades.

The locations of the deeper borings from these previous studies are presented on Figure 3 in the Appendix.

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## 4.0 SITE EXPLORATION

Our field exploration program conducted for this project was executed in two phases. First, a program of surface wave geophysical testing was conducted in order to verify or refute the extent of mining activity within the site, and to search for evidence of subsurface voids or zones of soft or loose materials associated with past mining activity. Second, a program of deep soil test borings was conducted to calibrate and expand upon the results of the geophysical testing to provide information for an analysis of the risk and potential magnitude of future subsidence. Details relating to our field exploration program are presented in the following sections.

#### 4.1 Geophysical Testing

For the purposes of generally characterizing the subsurface profile within the limits of the site, we employed the Refraction Microtremor (ReMi) method, which is a form of Multi Channel Analysis of Surface Waves (MASW). The ReMi method is described in Louie, 2001 (Louie, J, N., 2001, Faster, Better: Shear-wave velocity to 100 meters depth from refraction microtremor arrays: Bulletin of the Seismological Society of America, v. 91, p. 347-364). The method uses standard P-wave recording equipment and ambient noise to produce average one-dimensional shear-wave profiles down to depths of up to 100 meters. No specific energy source is required to develop or record ambient background noise.

A wavefield transformation data processing technique, and an interactive Rayleigh-wave dispersion modeling tool exploits the most effective aspects of the microtremor, spectral analysis of surface waves. The slowness-frequency wavefield transformation is particularly effective in allowing accurate selection of Rayleigh-wave phase-velocity dispersion curves despite the presence of waves propagating across the linear array at high apparent velocities, higher-mode Rayleigh waves, body waves, air waves, and incoherent noise.

#### 4.1.1 Testing Program and Analysis Procedures

Sixteen array locations were used to evaluate conditions within this site. Three of the lines were oriented parallel to County Line Road in the vicinity of Outlots 6 through 10, and were spaced approximately one hundred feet apart. Five of the lines were oriented southwest to northeast, in the approximate location of the proposed independent/assisted living center facility. Two additional lines were oriented southeast to northwest in the vicinity of Outlot 2. The remaining six lines were located in the southwest portion of the site, running north/south in the vicinity of Outlots 1 and 3. Each of the lines was 345 feet long. Locations of seismic lines are shown on Figure 3.

The seismic lines incorporated 24 geophone locations along each array. Data were recorded in 20 second sample intervals, with a 2 millisecond sampling rate per channel. In all, over one hundred and fifty recordings were made and evaluated for this study. All lines used a geophone spacing of 15 feet. Once collected, the data were checked for their fidelity. To assure that a robust profile was being made, both individual recordings and multiple summed (stacked) recordings were evaluated.

The first step in processing the raw data is to produce a velocity spectrum of the recorded data. This process involves computing a surface wave, phase velocity dispersion spectral ratio image by p-tau (slant spectra) and Fourier transforms across the array. This process is described in Louie, 2001. The resulting spectrum is in the slowness-frequency (p-f) domain. The p-f transformation helps segregate the Rayleigh wave arrivals from other seismic arrivals.

The normal mode dispersion can be seen as distinct from the aliasing and wave-field transformation truncation artifact trends in the spectra. Selection of the surface wave dispersion curve is done along the envelope of the lowest phase velocities. The data processing includes interactively forward-modeling the normal mode dispersion data using the selections shown on the p-f plots. The modeling process iterates on phase velocity at each period (or frequency), to provide a shear velocity profile as a function of depth beneath the site. The process and resulting velocity profiles are even able to identify velocity inversions within the subsurface profile.

Two dimensional velocity profiles were created for each of the lines. This was accomplished by processing, interpreting and creating models for about twenty subsets of each line, and then combining them into a single profile. The purpose of the two dimensional profiles was to provide details of the shear wave velocities across the array length to depths of over 100 feet. It should be noted that due to the nature of the analysis, it is not possible to interpret conditions at the extreme ends of the seismic array. As a consequence, the results omit the 60 feet from each end of the lines.

#### 4.1.2 Geophysical Testing Results and Evaluation

The results of the geophysical testing are presented on individual profiles that indicate variations in shear wave velocities along and below the ground surface along the length of the array by means of various colors. By way of interpretation, materials with higher shear wave velocities (claystone and coal) are indicated by red, yellow and yellow-green shades. Materials with lower shear wave velocities (soil and fractured or bulked rock) are indicated by light to dark blue shades. Very low shear wave velocities, representing very loose soils and other materials with some voids, are indicated by pink shades.

Individual profiles with our interpretation of material types and a legend presenting the colors associated with various shear wave velocities are presented on Figures 7 through 22 in the Appendix. Fence diagrams of select groupings of profiles are presented on Figures 23 and 24.

A geophysical profile developed for a normal, unmined area would typically include a relatively flat and level dark blue to pink colored stratum to depths of about 20 to 30 feet representing overburden soils, followed by light blue, green, and yellow colored strata, representing sedimentary bedrock.

In general the geophysical testing program conducted within this site revealed only limited zones of low shear wave velocity at depth. Additionally, the geophysical data did not detect any zones of very soft or loose materials within or immediately above mined intervals. This suggests that collapse of the mines is generally complete and that there are few, if any, open voids of significant lateral extent.

In general, the geophysical testing program confirmed that the site is underlain by fully or partially collapsed access tunnels rather than aerially extensive mined rooms. This is consistent with the available historical mine map.

### 4.2 Drilling Program

Following completion of the site geophysical testing program, the obtained data was reviewed, and a representative number of locations were selected for further exploration using drilling procedures. In general, boring locations were selected where geophysical records suggested the presence of intact, unmined strata, access tunnels or large mined-out areas. Exploration was focused on areas that are proposed to be developed with buildings as these were deemed more critical to overall acceptance of the site.

#### 4.2.1 Field Exploration

To calibrate the results of our geophysical program and to provide additional data for our evaluation of the site, we drilled a total of six soil test borings within the site in the approximate locations indicated on Figure 3. Borings were located in the field by taping distances from seismic survey line stakes.

Borings were advanced by means of 4 inch diameter solid stem augers. At selected intervals, the soil and bedrock materials were sampled and tested by means of the Standard Penetration Test. In the test, either a standard split barrel sampler, or Modified California Sampler were driven into the subsurface strata using a 140 pound hammer dropping a vertical distance of 30 inches. The number of blows required to drive the sampler 12 inches is known as the Standard Penetration Resistance or N-value and is an indication of the consistency of the soil and rock. In general, overburden soils and the upper portion of the bedrock were sampled at 10 to 20 foot intervals. At depths beginning at about 60 to 65 feet, sample intervals were reduced to better define the condition of the subsurface strata and to detect unmined seams of coal, if present. All borings were advanced to approximate depths of 100 to 120 feet. Logs of the borings are presented in graphical form on Figure 4. Notes and the Legend for the logs are presented on Figures 5 and 6.

#### 4.2.2 Exploration Results

The soil test borings encountered overburden soils from the ground surface to a depth of about 14 to 44 feet below current grades. The soils typically were found to consist of silty and clayey sands with some localized seams of clean sand and gravel. Beneath the overburden soils, sandy claystone bedrock was penetrated by all of the borings. The bedrock was found to be relatively hard, consistently exhibiting N-values in excess of 100 blows per foot. Neither open voids nor soft zones were encountered during the exploratory drilling activities.

Groundwater was encountered in the borings at depths ranging from approximately 27 to 65 feet beneath the existing ground surface during drilling operations. It should be noted that it is possible for the groundwater table to fluctuate during the year depending upon climatic and rainfall conditions and changes to surface topography and drainage patterns. Additionally, discontinuous zones of perched water may exist, or develop,

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within the overburden materials. The groundwater levels presented in this report are the levels that were measured at the time of our field activities. We recommend that the Contractor determine the actual groundwater levels at the site at the time of the construction activities.

## 5.0 OBSERVATIONS/ANALYSIS

As noted in the Research section of this report, a number of studies have been performed in the past both by state regulatory agencies and private consulting firms in an effort to characterized subsidence risk of areas underlain by abandon coal mine in the northern Front Range area. A summary of observations determined by previous and current site specific subsidence studies follows:

- Of the 27 deep borings advanced within or adjacent to the site, only three borings (PSI-6, PSI-5 and offset boring PSI-5A as denoted on Figure 3) were characterized as exhibiting soft drilling conditions at depths of 76.5 to 81.5 and 82 to 86 feet below existing grades, respectively. The remaining 25 deep borings advanced did not encounter soft drilling conditions or open voids.
- The ReMi data obtained did not reveal the presence of large, extensive voids underlying the site that might collapse in the future and pose a significant hazard to overlying structures.
- Historic documentation does not include descriptions significant previous or currently undergoing subsidence within the site area (sinkholes, depressions, closed basins, etc.), including the single family residences located in the northern portion of the Sunwest Subdivision, which is inferred as being underlain by portions of the Stewart mine workings.

Based upon the data obtained by means of the geophysical testing program, as well as the information from the borings drilled during this and previous studies, it is apparent that the mines within this site have substantially or completely in-filled from bulked overlying materials and floor heave from expansive claystone bedrock since they were closed in the latter part of the 19<sup>th</sup> Century.

It is probable that some voids or zones of loose soil-like materials remain within the mined seams such as was encountered in test borings PSI-5 and PSI-5A, drilled within an adjacent site. The largest of these loose zones appear to be associated with access tunnels where the overlying claystone bedrock is sufficiently strong and intact to partially bridge the limited lateral spans. In other parts of the mine, where pillars were largely removed, collapse is nearly complete with only thin zones of loose soil or small voids in the mined interval.

The major risk to development within this site is the potential for any remaining open voids to collapse over time and result in subsidence of the ground surface. The sections, which follow, present an overview of our analyses of potential void collapse and the resulting effects of such collapse projecting to the ground surface.

#### 5.1 Void Size

It is likely that some of the access tunnels or mined areas have not completely collapsed, are largely filled with soil, but may contain open voids that are not detectable

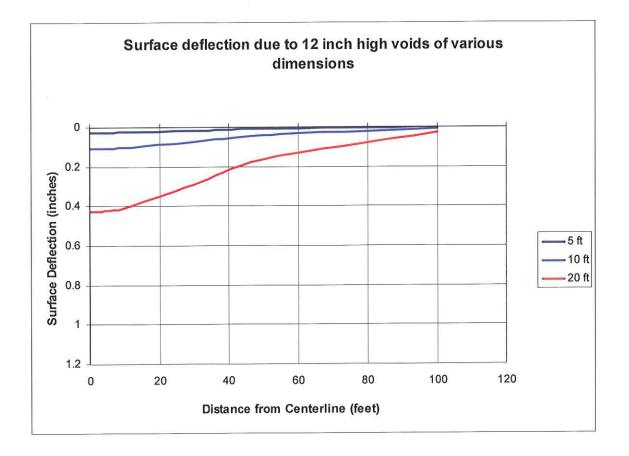
by geophysical methods. For this condition, we evaluated the effects associated with the collapse of 1 foot high voids with lateral dimensions ranging from 5 to 20 feet.

#### 5.2 Evaluation Procedures

Given the age of the mines within this site and the significant collapse noted to date, we have not employed traditional mine collapse/subsidence methodologies in our study. Rather, we have used a numerical model intended to define the potential effects of underground openings on the known overlying strata. The evaluation considered the effects of the collapse of isolated voids and their effects on ground subsidence. These analyses are presented in the following sections.

#### 5.2.1 Subsidence resulting from Void Collapse

In areas that have been substantially undermined, the overlying rock strata have partially collapsed and cannot be considered continuous for support of overburden soils over voids. For isolated voids of limited lateral extent within these mined areas, we employed conventional stress distribution models developed by Westergaard to evaluate surface subsidence assuming voids will eventually collapse completely. The following graph presents a summary of the results of our analyses of surface subsidence considering the total collapse of square voids 1 foot in height.



As may be noted, for a 20 foot by 20 foot void, 1 foot in height, a total settlement of the ground surface of about ½ inch would be anticipated above the center of the void. A differential settlement of about 0.15 inches over 20 feet would be expected at the point of maximum curvature. This translates to a distortion of 0.000625 or 1/1600. For the 20 foot wide tunnel having a void height of 1 foot, a maximum deflection of about 1 inch would occur at the ground surface. The maximum distortion with be about 0.3 inches in 20 feet or about 1/800.

The following table, adapted from the U S Navy Design Manual NAVFAC DM7.01 presents the allowable range of distortion of buildings that may result from normal building settlements or ground subsidence:\

Distortion (settlement/column spacing)	Description
1/650	Limit for multistory rigid concrete frame structures
1/300	Limit where first cracking in panel walls is to be expected
1/150	Limit where structural damage of buildings is to be feared

Based upon this table, the subsidence and resulting distortion of the ground surface from the range of voids considered would be well within the allowable tolerance for typical structures.

## 6.0 CONCLUSIONS AND RECOMMENDATIONS

Based upon the results of our review of existing information, our field studies, and associated analyses, we conclude that the subject site is suitable for development provided that the buildings consider the risks of some future subsidence from the continued collapse of existing voids. Our evaluation suggests that existing voids within the site are likely of limited lateral and vertical extent and should not pose the risk of significant future localized or widespread subsidence. However, due to the past use of the site and the limitations of exploratory techniques, future collapse of existing voids and related ground subsidence cannot be completely discounted. The following sections of this report present recommendations to reduce the risk of future subsidence and to design buildings that will be less prone to damage, should subsidence occur.

#### 6.1 Site Grading

As noted in previous sections of this report, most subsurface openings have been partially or totally filled with fractured or swelling claystone from above and below the mined intervals. Some voids likely remain, but are relatively stable in their current condition. Significant grading activities could result in changes in the state of stress within the bedrock zone or at the level of mines, where collapse rock predominates. Such changes in stress could cause existing voids to collapse and result in a renewed sequence of ground subsidence events. Consequently, to the extent possible, we recommend that site excavation and filling be minimized within the site limits. Specifically, cuts and fills should generally be limited to 10 feet in areas known to be underlain by mine works.

The access shaft for the Garfield Mine is located within the southwestern corner of the property. It is not known how the shaft was closed. We recommend that this area be excavated to the level of bedrock, which is about 30 feet below current grades, and the shaft opening examined. The access shaft for the Lister mine is inferred to be located in the northwest portion of the site, but the exact location is not known. Previous to site grading, the grading contractor should by aware that the abandon shaft may be encountered. It may be necessary to employ special procedures, such as compaction grouting, soil reinforcement, or other technique to properly seal shafts and allow for support of overlying structures.

#### 6.2 Building Sizes and Structural Systems

Ground subsidence generally does not pose a significant risk to structures unless the differential movements exceed that which is allowable for structures of various types. As was noted in the previous section of this report, future ground subsidence is expected to be relatively minor and should be within tolerable limits for most structures. However, the settlements associated with subsidence will be in addition to normal building settlements, and the combined total and differential settlements may cause cosmetic damage to structures. To reduce the potential for the damaging effects of ground subsidence, we recommend that buildings constructed within undermined areas be limited in size. For this site, we recommend that all buildings, except the large retirement center, incorporate a maximum dimension of 100 feet. Longer buildings may

be built as part of this complex, but should incorporate construction joints at a maximum 100 foot spacing to allow individual sections to settle independently of each other.

All buildings should incorporate an interior steel frame structural system. Such structures are relatively flexible and can tolerate significant differential movements prior to experiencing distress. Concrete masonry units may be used as exterior load bearing walls. However, they should be supported on relatively rigid strip footing foundations incorporating short reinforced stem walls. Such walls should be capable of spanning localized differential ground movements. Based upon our analyses and incorporating a reasonable factor of safety, we recommend that walls be designed to allow for up to ½ inch of differential movement in a 50 foot span.

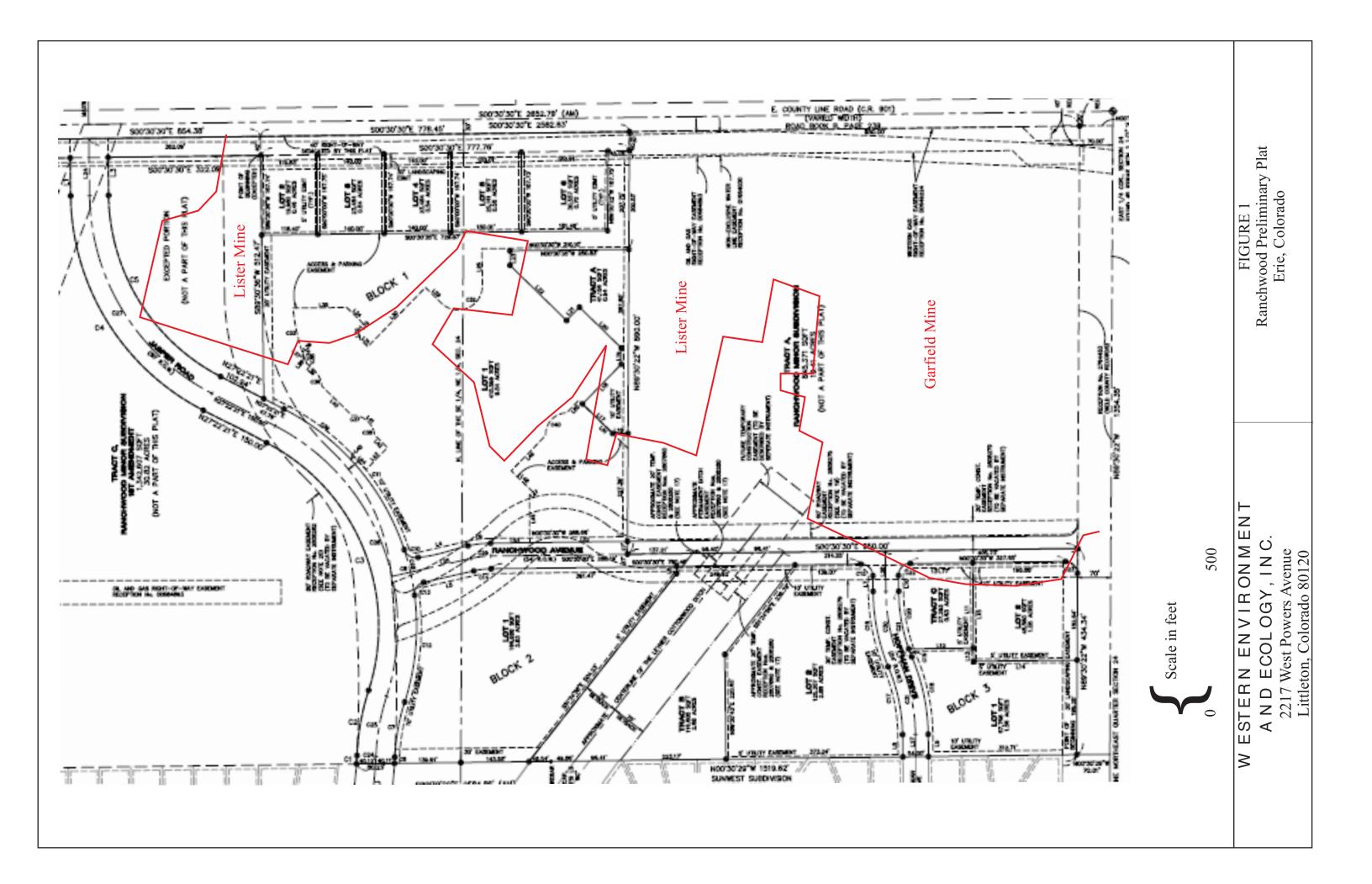
#### 6.3 Additional Study

As the design of the retirement development moves forward, consideration needs to be given to the unique subsurface conditions present within this site relative to their effects on site grading, structural design, and other factors. A final geotechnical study that may involve additional field exploration and evaluation should be conducted for the final site and building configurations.

## 7.0 LIMITATIONS

PSI warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

This report has been prepared for the exclusive use of Baumeister Guthery L.C. for the specific application to the proposed Ranchwood Senior Community Development complex in Erie, Colorado.



*Native Tree and Vegetation Survey:* Not applicable, there are no trees on the site.

# WESTERN ENVIRONMENT AND ECOLOGY, INC

June 18, 2004

Jeff Reed Regency Centers 1873 South Bellaire Street, Suite 600 Denver, Colorado 80222

Subject: Preliminary Mine Subsidence Investigation, Proposed Retail Center Section 24, Township 1 North, Range 69 West, Erie, Colorado. Western Environment and Ecology, Inc. Project Number 358-001-01.

Dear Mr. Reed:

Western Environment and Ecology, Inc. (Western Environment) has prepared the following Preliminary Mine Subsidence Investigation for Regency Centers (Regency) proposed grocery anchored retail development located in Section 24 of Township 1 North, Range 69 West, Erie, Colorado (Figure 1). This letter presents the results of seventeen borings completed on or adjacent to the property from 1987 to 2003. These borings were performed for the Erie Eight Limited Partnership (ATEC, 1987), Charles R. Travis (Western Environment, 1996), Community Development Group LLC (Western Environment, 2004) and Doug Lyle (Western Environment, 2003). This investigation was authorized following your approval of Western Environments proposal Number 04-055, dated May, 27<sup>th</sup>, 2004. Additionally, the results of a meeting between yourself, and Tom Medsker representing Regency Centers and Gary Behlen Public Works Director for the Town of Erie held on May 26, 2004 are incorporated in the report.

Western Environment performed a study on the subject property entitled "Mine Subsidence Investigation, Lumry Estate Property" dated November 15, 1996 (revised July 15, 1997). The following utilizes the results of this investigation and incorporates boring and core logs, geotechnical test results from adjacent sites, and a coal pillar stability analysis. Particular emphasis is placed on determining the long term stability of the remaining pillars and evaluating the maximum roof spans that could remain. The results presented in this letter, following your review and approval, will be integrated into a final project report that will include data from additional borings.

Three abandoned mines are known to exist beneath the Regency Project. These mines are referred to in files maintained by the Colorado Geological Survey and the Colorado Division of Mines as the Garfield #1, Garfield #2, and the Lister Mines. The Lister Mine began operations in 1894 and continued through 1902. Total production was placed at 81,429 tons with a maximum yearly production of 17,122 tons in 1899. The production shaft is shown to occur north of the Regency Project. No surface feature associated with this shaft can be identified. However, soil discoloration and debris associated with mining activities is observed at the inferred shaft location. The average coal thickness was five feet six inches. The last owner of record was the Lister Coal Company.

The Garfield #1 workings were accessed from the Garfield Shaft No.1 located on the Regency Project (Figure 2). Geological Survey records indicate that production began in 1883 and continued through 1897. Total production was shown to be 122,711 tons. The original mine

2217 WEST POWERS AVENUE \* LITTLETON, COLORADO 80120 PHONE (303)730-3452 \* FAX (303)730-3461 \* E-MAIL - WESTERNLT@AOLCOM WWW.WESTERNENVIRONMENT.COM map specified that production occurred from the "Upper Seam". However, the results of the two borings currently completed on the Regency Center Project (Western Environment, 1996) did not identify two levels of mining. This could indicate that the Garfield #1 and Garfield #2 Mines extracted coal from the same seam, the existing borings missed the "upper workings, or the Garfield #1 Mine map is inacurate. The last owner of the Garfield #1 Mine is the Garfield Coal Company.

The Garfield #2 Mine produced from 1892 through 1905 when it officially closed on June 5<sup>th</sup>. Total production was recorded to be 181,444 tons. Extraction occurred through a 84 foot double compartment shaft located approximately 600 feet east of the project.

Five distinct geologic units were encountered during drilling on the Regency and adjacent properties. The first and uppermost unit is a sandy clay soil approximately 5 feet thick. The composition of this material is extremely variable across the site.

The next lower unit, which has a gradational contact with the surficial soils, consists of light brown, medium to fine-grained clayey sand, possibly of aeolian origin. This sand occurs between 5 and 20 feet in depth and averages approximately 5 to 8 feet thick. Its composition, like the surficial soil, is highly variable across the site. The engineering characteristics of this unit will need evaluation due to the potential for consolidation and loss of bearing capacity upon saturation. Beneath the aeolian sand, are gravels ranging from 10 to 20 feet in thickness. These gravels are water saturated and vary in diameter from approximately 1/4 inch to 1 inch.

The next unit encountered is the clays, silts, fine-grained sands and coals of the Cretaceous-age Laramie Formation. The contact between the Laramie and the recent deposits occurs between 15 and 40 feet in depth. The first coal encountered, the Upper Garfield seam, was between 65 to 90 feet in depth. The average thickness of this seam was approximately 5 feet. The Lower Garfield seam was penetrated between 95 to 125 feet. This seam also averaged approximately 5 feet. In the northern portion of the Regency property, the Lister Mine seam was encountered between 70 and 80 feet in depth. This seam correlates with the Upper Garfield seam.

The lowest stratigraphically significant unit was the Laramie/ Fox Hills Contact. It's depth, in those holes which intersected the contact, ranged between 125 to 180 feet. The upper Fox Hills Formation is characterized by light gray fine to very fine-grained quartzose sandstone.

The following Table presents the depth to the top of the Upper Garfield Seam developed from the four different investigations.

## Table 1 Depth and Elevation to Top of Garfield Mine Upper Seam Recency Centers, Erie Project

HOLE NUMBER	DEPTH TO UPPER GARFIELD SEAM	ELEVATION OF UPPER SEAM
BH-3	90'	5003'
BH-7	86'	5000'
BH-8*	64'	5004"

* 411		
G-19	80'	4977'
G-18	78'	4980'
G-17	65'	4988'
G-11	67'	4986'
G-8	65'	4992'
G-2	75'	4987'
G-1	70'	4985'
LP-2	78'	4978'
LP-1	70'	4993'
X-5	80'	4996'
X-3	92	4993'
X-1	93'	4999'
BH-14	65'	4995'
BH-9*	70'	4997'

\* these borings occur on the Regency Center Project

Western Environment acquired NX core samples from three borings completed on the adjacent Erie Commons project and from the Wildflower Subdivision in Frederick, Colorado. The holes were cored from between 30 to 100 feet through the mined interval. In addition to the lithologic and geophyical logs for these borings, detailed core descriptions were prepared and are attached. Thirty samples of claystone, sandstone and coal were submitted to Advanced Terra Testing Inc. in Lakewood, Colorado and Soils and Materials Consultants, Inc. in Arvada, Colorado. These samples were selected for unconfined compression testing and moisture/density analysis. Twenty two of the samples were chosen for unconfined compression testing. Laboratory data sheets are attached to this report.

To develop a comprehensive data set of geotechnical results, Western Environment chose to present the information documented in Dr. Gordon Matheson's paper entitled "Observations on the Location of Chimney Subsidence Sinkhole Development Along the Colorado Front Range" (1986), and the results of core sample analysis recently completed on the Community Development Group, Erie Commons Project (Western Environment, 2004) and the Wildflower Subdivision (Western Environment, 2004). The following table provides a list of the average results from the three referenced investigations.

	Matheson (1986)	Erie Commons (2004)	Wildflower (2004)
Claystone	141 pcf	134 pcf	135 pcf
Sandstone	144 pcf	1 <b>66 pcf</b>	135 pcf
Coal	83 pcf	83 pcf	91 pcf

#### Table 2, Average Rock (Wet) Density Comparison

#### Table 3, Average Unconfined Compressive Strength

	Matheson (1987)	Erie Commons (2004)	Wildflower (2004)
Claystone	775 psi	1093 psi	696 psi
Sandstone	1450 psi	not tested	2111 psi
Coal	2640 psi	greater than 1377 psi*	1670 psi

\* The sample strength exceeded the compression frame capacity

Based upon the comparison of these data, Western Environment chose to use the average density for sandstone and claystone of **140 pcf** as the density of the roof rock in the Boulder/Weld Coal Field. As more data are developed, a ratio of sandstone, claystone and coal densities may provide a more accurate confining pressure value.

Unconfined compressive strength data appears to vary somewhat between the different investigations. However, it is our opinion the variance is a result of sample size, not significant differences in rock strength. Based upon this variability, Western Environment chose to use the average of the values presented above for claystone (854 psi) and sandstone (1,780 psi).

In his paper entitled "Pillar Design and Coal Strength" (Mark and Barton, 1997) Dr. Christopher Mark compared the results of over 4000 unconfined (uniaxial) compressive strength test results to case studies of coal mine pillar performance. This investigation included the analysis of pillar performance utilizing widely accepted pillar strength formulas (Bieniawski 1968) that incorporate uniaxial strength data from laboratory samples. In his conclusions Dr. Mark states " that laboratory testing should not be used to determine coal pillar strength". This conclusion is made because coal is "notoriously difficult to test due to mirco-fractures, cleats, bedding planes, partings shears and small faults." Furthermore, even though the range of compressive strengths vary greatly (Salamon 1991, Galvin 1995, and Mark 1990), the back calculated in-situ coal strength falls between the very narrow range of 780 psi and 1,070 psi. and that 900 psi should be the default value for coal (Mark and Barton 1997).

The estimation of rock mass (pillar) strength is not a straight forward comparison of unconfined compressive strength data and cross sectional pillar dimension. Matheson (1986) chose to "back calculate" a range of rock mass strengths from recorded floor failures of varying rock types. This method is further described by Terzaghi and Peck (1948) and Vesic (1970). The results reported by Matheson conclude "**roof failure is the most critical failure mode** followed by floor failure" for Boulder/Weld mines. Dr. Matheson continues "**The mine pillars should be the most stable**... which is consistent with verbal descriptions provided by miners".

The Pittsburgh Research Center of the National Institute for Occupational Safety and Health developed the Analysis of Retreat Mining Pillar Stability (ARMPS) computer program. This program was specifically prepared to aid in planning for retreat methods of coal production. Simple input values are required to calculate "stub" pillar size maintaining a safety factor of 1.0 while utilizing a default uniaxial strength value of 900 psi. The results can be conservative because it is likely that the actual "stubs" could be smaller then the calculated size, realizing that the "working" safety factor would be less than 1.0.

The mining patterns of the Garfield and Lister mines would indicate that the retreat mining method was attempted. Therefore, Western Environment has chosen to utilize this program in back-calculating pillar and roof stability of the Garfield and Lister Mines. Western Environment first determined the average chain pillar width and the average room pillar width from measurements of the original mine maps. This resulted in the average chain pillar and room pillar having a dimension of **30' X 60'** and **15' X 114'** respectively.

To determine the minimum size of the "stubs" occurring following retreat mining, Western Environment sequentially reduced the cross cut spacing input for the ARMPS from the average room width and length until a safety factor of approximately 1.0 was achieved. The other documented input values, including seam thickness (5.5'), depth of cover (70') and overburden load (140 pcf), were used. This resulted in the dimension of the stubs (the smallest possible pillars left in-place) being 3' X 15'. Western Environment does not conclude that the actual mining of the Garfield and Lister Mines resulted in these "stub" sizes. However, we do argue that pillars of this size would remain stable under the loading conditions present at the site, particularly due to the documented roof collapse that would reduce pillar stress and provide support. The attached Figures 3 presents a conceptual layout of the Garfield/Lister Mines using the measured pillar dimensions and the ARMPS calculated "stub" size.

Unfortunately no records exist as to the dimensions of the "stubs" produced during retreat mining of the Garfield and Lister Mines. However, Tomlinson (1933) indicates that in active Boulder/Weld mines, stub size varies from 5' X 15' to 15' X 36'. The calculated minimum stub dimensions from the ARMPS program appears consistent with this contemporary record

Therefor, assuming that pillar failure is both geo-technically unlikely (Matheson, 1986), theoretically unlikely (ARMPS), and from accounts of the miners (Tomlinson, 1933) empirically unlikely, the most plausible remaining failure mode would be roof falls. Again Matheson (1987) indicates that with "assumed tensile strengths" roof spans for safety factors of near 1.0 would be approximately 12.0'. Tomlinson (1933) also reports room widths ranging from 14 to 18 feet. In his 1998 publication "The Role of Overburden Integrity in Pillar Failure" Dr. van der Merwe states "overburden in sedimentary rocks is vertically jointed and therefor **tensile strength can be ignored**". He therefor concludes that "**roof failure will occur when horizontal compressive stress exceeds the unconfined compressive strength of the rock**."

To determine potential maximum roof spans Western Environment back calculated widths until a safety factor of 1 occurs. The attached Figure 4 simplistically relates the vertical load from 70 feet of overburden, at a density of 140 pcf, to horizontal stress at a span width of 18 feet. The resulting compressionial stress of 911 psi, creates a safety factor of 0.94% using the claystone uniaxial strength data developed for the project (854 psi). This roof span is consistent with predications in the Matheson study and within the range of 14.0 to 18.0 foot room widths reported by Tomlinson (1933).

Using the above data that indicated that the greatest span that could remain is approximately 18', and the minimum stable room pillar dimension is 3' X 15', the maximum potential width for isolated roof failure would be 51.0' (18' + 15' + 18'). Graphically integrating these values, using the actual reported thickness of coal (5.5'), with the British National Coal Board (BNCB) Graphical Strain

Profiling method, the maximum "worst case" subsidence induced surface strain would be 1.03%. This value by its self would preclude any construction on the site. However, all of the borings completed on the site or adjacent projects indicated that collapse was complete with no open voids.

The condition that no void space remains is common for abandoned mines in the Boulder/Weld Field. To provide a conservative evaluation of potential "worst case" subsidence induced surface strain, Western Environment has in the past used the BNCB strain profiling system (Sherman 1986). This method of strain prediction was developed for on-going long wall mining operations. To make the method applicable to abandoned room and pillar and retreat mines, several modifications and assumptions were made.

The first modification is to define the thickness of the void space. The standard method is to use the actual mineable thickness of coal. However, as we indicated, drill holes completed on this and adjacent projects show collapse to be complete. Therefore, to proceed with a "worst case" theoretical analysis, the following assumption was made; any increase in hole diameter greater than 9.0" on a 5.5" boring will be treated as an open void. The amount of "theoretical" void for all holes intercepting the mine was then averaged. This results in a theoretical void space for 9 of the17 borings referenced in this report that intersected the mine of **0.40 feet.** Using this value the maximum subsidence induced surface strain is **0.028%**. According to BNCB research, this amount of strain would cause less than appreciable damage to a structure of **70' or less in length** (Figure 6).

On May 26, 2004, yourself, and Tom Medsker representing Regency Centers, Gary Behlen Public Works Director for the Town of Erie and Greg Sherman of Western Environment were present at a meeting to discuss potential development of this site. The meeting resulted in an understanding of the unique geologic conditions of this property and the willingness of the Town to accommodate subsidence resistant structural designs. It was also determined that this report would result a site design that would incorporate these preliminary conclusions and provide a basis for the decision to continue investigations or abandoned the project. The attached Figure 6 presents a proposed project plan that both avoids undermining and locates smaller structures where current data indicates subsidence effects may be reduced. Also shown on Figure 5 are the location of proposed borings required to verify mine location and conditions.

We look forward toward increasing our geotechnical data base with the results from future investigations. Thank you again for your suggestions and participation in this investigation. Please contact us with any questions you may have.

Sincerely, Greg D. Sherman P.G President att.

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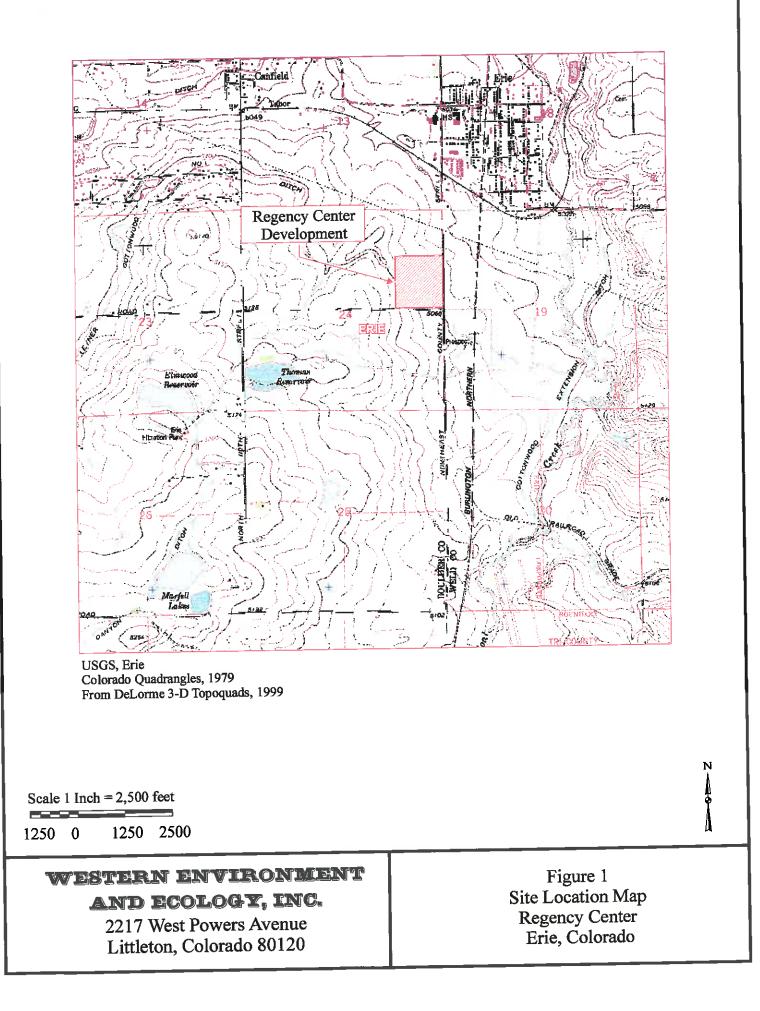
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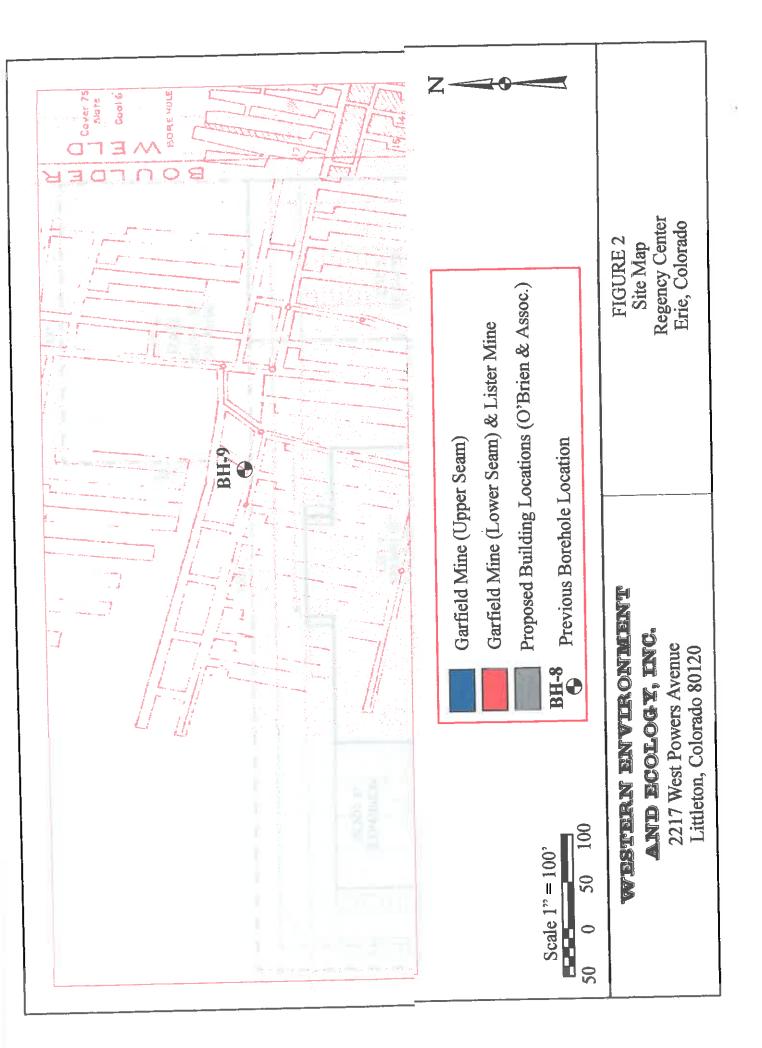
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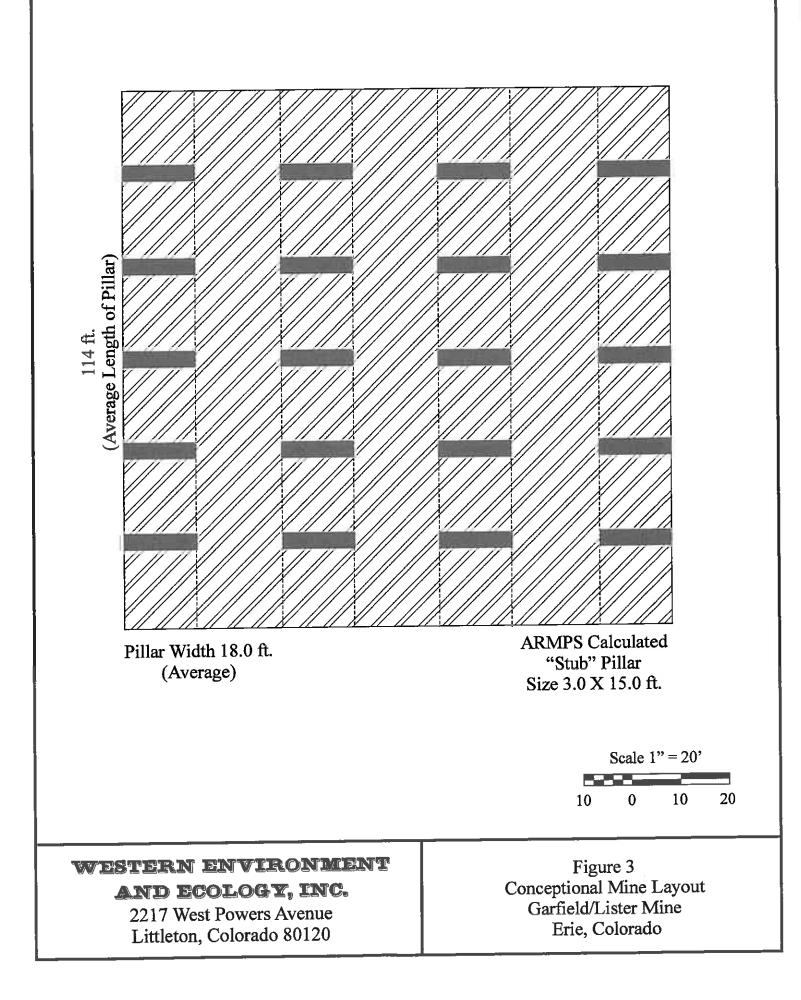
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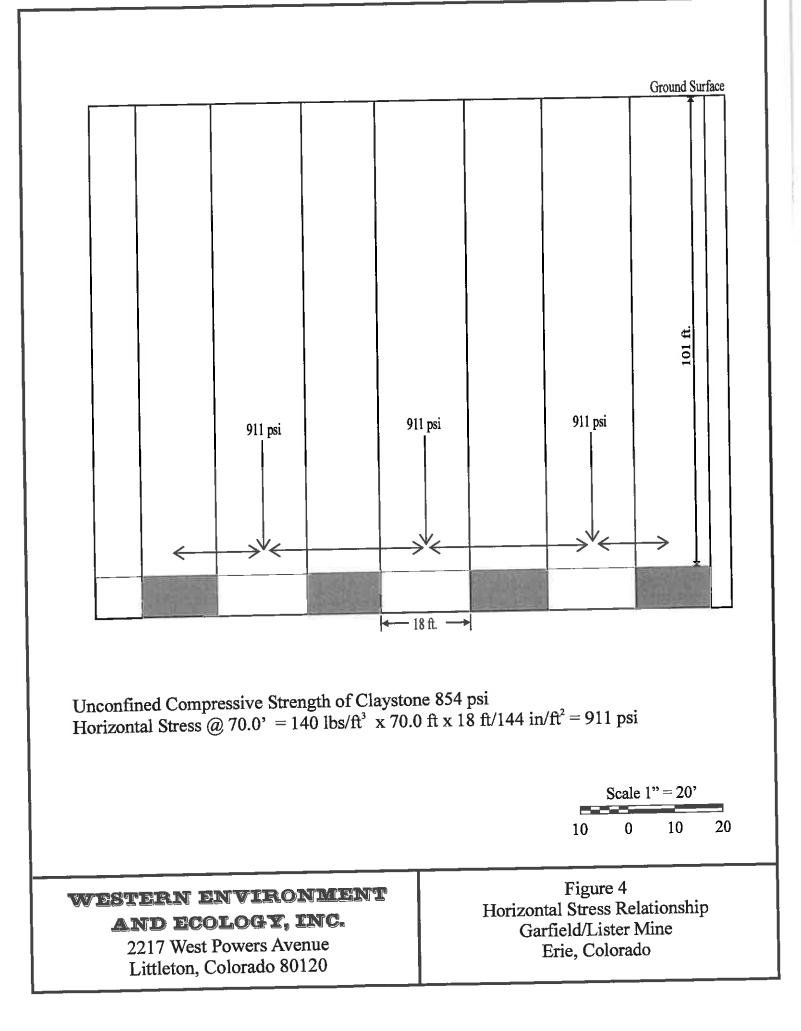
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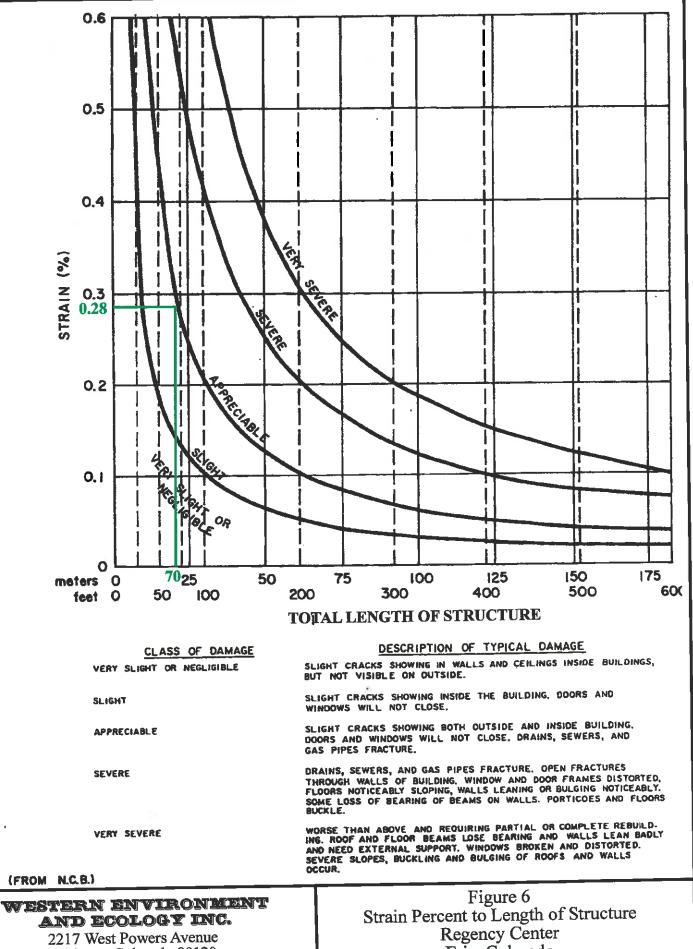








Littleton, Colorado 80120		PROPOSED DRILL LOCATION Scale 1" = $100'$	LEON A. WURL PARKWAY (140 FT. ROW)	PREVI	
	FIGURE 5 Proposed Site Configuration Map Regency Center Erie, Colorado			PREVIOUS BOREHOLE BH-9	



Liitleton, Colorado 80120

Erie, Colorado

ARMPS module build: 5.0.25 Project File: C:\Program Files\NIOSH\Analysis of Retreat Mining Pillar Stability\Regency 1.ARM Input Units: (ft) (psi)

[PROJECT TITLE] Regency Centers, Erie

[PROJECT DESCRIPTION] Smallest Room Pillar Analysis

#### [DEVELOPMENT GEOMETRY PARAMETERS]

Entry Height	(ft)
Depth of Cover70 (:	ft)
Crosscut Angle	deg)
Entry Width15 (:	ft)
Number of Entries	
Crosscut Spacing	ft)
Center to Center Distance #1	ft)
Center to Center Distance #2	ft)

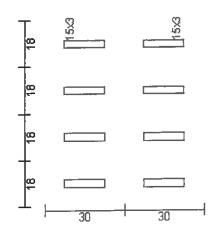
#### [DEFAULT PARAMETERS]

In Situ Coal Strength 900 (ps	i)
Unit Weight of Overburden140 (pc	f)
Breadth of AMZ41 (ft)	
AMZ set automatically	

# (RETREAT MINING PARAMETERS) Loading Condition.....ACTIVE GOB Extend of Active Gob.....0 (ft) Abutment Angle of Active Gob.....21 (deg)

[ARMPS STABILITY FACTORS ]

DEVELOPMENT.		2			į		2	i,		•	•		÷	2		i.		÷,	â	1.		1.	.01	-
ACTIVE GOB	•		•	•				•	ę	÷		•	÷		÷	•	-	×	æ	9	ŀ.	1.	. 01	-



ARMPS module build: 5.0.25 Project File: C:\Program Files\NIOSH\Analysis of Retreat Mining Pillar Stability\Regency 1.ARM Input Units: (ft) (psi)

[PROJECT TITLE] Regency Centers, Erie

[PROJECT DESCRIPTION] Average Room Pillar Analysis

[DEVELOPMENT GEOMETRY PARAMETERS]

[DEVELOPMENT GEOMETRY PARAMETERS]
Entry Height
Depth of Cover
Crosscut Angle90 (deg)
Entry Width15 (ft)
Number of Entries3
Crosscut Spacing
Center to Center Distance #1
Center to Center Distance #2
Crosscut Spacing

[DEFAULT PARAMETERS]

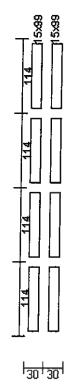
[DEFAOLT PARAMETERS]
In Situ Coal Strength900 (psi)
Unit Weight of Overburden
Breadth of AMZ41 (ft)
AMZ set automatically

[RETREAT MINING PARAMETERS] Extend of Active Gob.....0 (ft) Abutment Angle of Active Gob......21 (deg)

[ARMPS STABILITY FACTORS ]

DEVELOPMENT.				_													11		70	}
ACTIVE GOB.	Ì	÷		è	ļ	÷	,	,		ļ	ī	į	Ì	į	į	į	11	.'	70	}

ARMPS: Actual Pillar Dimensions (width\*length, ft). Entries shown from left to right.



CRILLED WITH AIR WATER X HOLE NO. X-1
T.OLOCATION See Boring Location Plan
BIT SIZE 5 1/8"
SAMPLE LOG BY <u>C. Bittner</u> PROJECT <u>Country Meadows</u>
COUNTY BOUIDER STATE COLORAdo
Xu     Altiration     Litimentie (Lmn)     SAMPLE     DESCRIPTION     Titrace       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     0     1     1     1     1     1     1       0     1     1     1     1     1     1     1       0     1     1     1     1     1     1     1
C Tan Clayey SAND
Tan and gray Silty CLAYSTONE with gravel to 25' weathered to 50'
COAL Gray Silty CLAYSTONE Light gray very fine grained SANDSTONE, hard COAL Light gray very fine grained SANDSTONE COAL Light gray very fine grained SANDSTONE, hard Light gray very fine grained SANDSTONE, hard Lost circulation at 91' No sample
Total Depth 1201
40
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8

ลเปย	₩ГН -	
o. <u></u> 2	00 '	LOCATION. See Boring Location Plan
T SIZE	51	/8
		C. Bittner PROJECT Country Meadows
		COUNTY Boulder STATE Colorado
	Allaration	Libranis (Lmn) SAMPLE DESCRIPTION TITION SORISME Original In Pricent, %1
THOLOGY CARDON PYRITE		
LITH	H ALCHON	Constant and Sore of Surf Orid Carbon 20X: Szcondary Dirs Carbon 2 Strendary Dirs Carbon 2 Strendary Dirs Carbon 2 Strendary Dirs Carbon 2 Strendary Carbon 2 St
		Tan Clavey SAND GRAVEL
		Tan Silty CLAYSTONE weathered to 40'
		Tan very fine grained SANDSTONE
		Tan and gray Silty CLAYSTONE
==]		
		Dark gray carbonaceous Silty CLAYSTONE
		COAL Dark gray carbonaceous Silty CLAYSTONE
		COAL
		Gray Silty CLAYSTONE
		with COAL
		Light gray very fine grained SANDSTONE, hard Gray Silty CLAYSTONE
13		Partial loss of circulation at 90'
		COAL
		Gray Silty CLAYSTONE COAL
		Light gray very fine grained SANDSTONE, hard
		Gray CLAYSTONE
3		
		COAL
		Light gray very fine grained SANDSTONE, hard COAL
		Light gray very fine grained SANDSTONE
		COAL
		Light gray very fine grained SANDSTONE
		Light gray fine to medium grained SANDSTONE, hard

Sand States All Polotopic -

	ĀJEC Associates, Ind
CRILLED WITH AIR WATER X HOLE NO. X-5	
T.DLOCATION See Boring Location Plan	n
BIT SIZE 5 1/8"	
SAMPLE LOG BY C. Bittner PROJECT Country Mead	
DATE COUNTY Boulder STATE	
	T : Frece I : Minor Z : Naderals 3 : Abundeni Corbon 8 : Bleechid Kaalin Chi: Chert
Tan Clayey SAND	
GRAVEL Gray Silty CLAYSTONE weathered to 30'	
State       Light gray very fine grained SANDSTONE         Gray Silty CLAYSTONE       Light gray very fine grained SANDSTONE	
Gray Silty CLAYSTONE Lost circulation at 80"	
90 No sample	
Total Depth 110'	
٠٠٠٠ ٥	
50	
5C	
80	
90	
PAGE 1 OF 1	

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HOLE NUMBER BH-3	LOCATION	NE1/4 S.24, T.1N	. R.69W. ST	TATE: Colorado
DRILLED BY Biden Drilli	ing LOGGED BY	Brian E Crandall	TOT	TAL DEPTH 180
DATE November 29		5 1/8"	DR	ILLED WITH Mud
DEPTI			AMPLE DESCRIPTION	
5	SAND, light brown			
10	SAND, Sight brown			
13	CLAY, sandy, light brwon			
3	CLAY, sandy, light brown			
3	CLAY, sendly. Light brown			
30	CLAY, sandy, light brown			
35	CLAY, sandy, light brown			
	GRAVEL			
45	CLAYSTONE, gray			
\$0	CLAYSTONE, BRAY			
55	CLAYSTONE, gray			
88	CLAYSTONE, dark gray to black			
65	CLAYSTONE, dark gray to black			
70 26-45	COAL		(A SEAM)	
75	CLAYSTONE, dark gray			
30	CLAYSTONE, dark gray			
85	CLAYSTONE, dark gray			
90	CLAYSTONE, dark gray with som	ue COAL	(GARFIELD UPPER SEAM)	
95	CLAYSTONE, dark gray			
100	CLAYSTONE, dark gray			
105	CLAYSTONE, dark gray			
110	CLAYSTONE, dark gray			
115	CLAYSTONE, dark gray with som	ne COAL	(GARFIELD LOWER SEAM)	
120	CLAYSTONE, gray			
125	CLAYSTONE, gray			
130	CLAYSTONE gray			<u> </u>
135	CLAYSTONE, gray			<u> </u>
140	CLAYSTONE, gray			
145	CLAYSTONE, gray with some CO	OAL		
150	CLAYSTONE, gray			· · · · · · · · · · · · · · · · · · ·
155	CLAYSTONE, WITH COAL		(TYSON/STEWART MAIN SE	AM)
160	CLAYSTONE, gray			
165	CLAYSTONE, 8729			
170	SANDSTONE, light gray			
175 2.5	SANDSTONE, light gray			
150 :-	SANDSTONE light gray			
185			TOTAL DEPTH 180	
190				
195				
300				

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HOLE NUMBER	BH-7	LOCATION	NE1.4 S.24. T.1N., F	.69W.	STATE: Cul	orado
DRILLED BY	Bideau Drilling	LOGGED BY	Brian E Crandall		TOTAL DEPTH	[ 190'
DATE	October 15, 1996	BIT SIZE	5 1.3"		DRILLED WTT	H Mud
DEPTI	t		54	MPLE DESCRIPTION		
Ś	SAN	D, light brown				
10	SAN	D, light brown				
15	SAN	D, light brown				
29	CLA	STONE, Light brown		-		
25	SAN	DSTONE, light brown				
30	SAN	DSTONE, light brown				
35	SAN	DSTONE, light brown				
-40	SAN	DSTONE, light brown				
45	SAN	OSTONE, light brown				
50	CLA	YSTONE, light brown to g	ay			
55	CLA	YSTONE, light brown to g	ray			
60	CDA	L / CLAYSTONE, light bro	own to gray	(A SEAM)		
65	CLA	YSTONE, gray				
70	COA	L / CLAYSTONE, gray				
75	SAN	OSTONE, light gray				
80	CLA	YSTONE, light gray				
85	CLA	YSTONE, äght gray / COA	L	(GARFIELD UP	PER SEAM) MINED	INTEVAL
90	Physical Control of Co	YSTONE, light gray / COA	L			
95	CLA	YSTONE, drak gray				
100	CLA	YSTONE, dark gray				
105	CLA	YSTONE, gray / COAL				
110		DSTONE, gray				
115	್ಷ ಮ	YSTONE, dark gray / COA	۱ <u>۲</u>	(GARFIELD LC	WER SEAM)	
120	SAN	DSTONE, light gray				
125	CLA	YSTONE, light gray	·····			
130	CLA	YSTONE, light gray				
135	CLA	YSTONE, light gray				
1-40	CLA	YSTONE, dark gray				
145	CLA	YSTONE, gray				
150	SAN	OSTONE, light gray				
155	COA	L		(TYSON/STEWAR	T SEAM)	
160	COA	L/CLAYSTONE, dark gr	х <b>у</b>			
165	СТА	YSTONE, dark gray	· · · · · · · · · · · · · · · · · · ·			
170	CLA	YSTONE, dark gray				
175	CLA	YSTONE, dark gray				
180	SAN	DSTONE, Sight gray				
185	SAN	DSTONE, light gray				
190	rii SAN	DSTONE, LIGHT GRAY		· · · · · · · · · · · · · · · · · · ·		
195	-		1	OTAL DEPTH 190		

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IOLE NUMBER BH-8	LOCATION	NE1/4 S.24, T.1N., R.69W.	STATE: Colorado
DRILLED BY Bideau Drillis	ng LOGGED BY	Brian E Crandall	TOTAL DEPTH 100
DATE October 16, 1	996 BIT SIZE	5 1.8"	DRILLED WITH Mud
DEPTH		SAMPLE DESCRIPTION	
5	SAND, clayer, light brown		
10	SAND, light brown, course		
15	SAND, light brown, course		
20	SAND, light brown, coarse		
2	SAND, light brown, course		
30	SAND, light brown, course, gravel	11/2" dameter	
35	SAND, light brown		
-10	CLAYSTONE, gray		
45	CLAYSTONE, gray		
50	CLAYSTONE, gray		
55	CLAYSTONE, gray		
60	CLAYSTONE, gray		
65	CLAYSTONE, gray		
70	1	LOST CIRCULATION NO SAMPLES ACQUIRED	MINED INTERVAL
75		GARFIELD UPPER SEAM	
30			
35			
92			
95			
100			
105		TOTAL DEPTH 100"	
110		CALIPER LOG CONDUCTED - SEPAR/	ATE PAGE
115	· · · · · · · · · · · · · · · · · · ·		······································
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140			
145			
150	<u> </u>		<u> </u>
155	1		<u></u>
160	· · · · · · · · · · · · · · · · · · ·		
165			
170			
175			
180			
185	[		
190	<u> </u>		
	1		

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11	OLE NUMBER BH-S	LOCATION NE1.4 S.24, T.1N., R.69W. STATE: Colorado
	RILLED BY Bideau	nilling LOGGED BY Brian E Crandall TOTAL DEPTH 100'
	ATE October	6. 1996 BIT SIZE 5 1.8" DRILLED WITH Mud
	167430	SAMPLE DESCRIPTION
	5	SAND, light brown, COARSE
	10	SAND, light brown, course
	15	SAND, light brown, course, gravel 1/2" disincter
	29	SAND, lacht brown, course
	2	SAND, leght brown, coarse
	30	CLAYSTONE, light brown to gray / COAL (A SEAM)
	35	CLAYSTONE, 29
	40	CLAYSTONE, gay
	45	CLAYSTONE, 5729
	50	CLAYSTONE, gray
	55	CLAYSTONE, gay
	ାସ	CLAYSTONE, gray
	65	CLAYSTONE, gray
	70	CLAYSTONE, gray / trace of COAL (GARFIELD UPPER SEAM)
	75	CLAYSTONE, gray
	80	CLAYSTONE, 2737 (GARFIELD LOWER SEAM) MINED INTERVAL
	85	CLAYSTONE, gray
	90	CLAYSTONE, gray
	95	CLAYSTONE, gray
	100	CLAYSTONE, gray
	105	TOTAL DEPTH 100'
	110	CALIPER LOG CONDUCTED - SEPARATE PAGE
	[15	
	120	
	125	
	130	
	135	· · · · · · · · · · · · · · · · · · ·
	140	
	145	
-	130	
	155	
	160	
	165	
	170	
	175	
	180	
	185	
	190	
	195	

HOLE NUMBER BH-14	LOCATION NE1/4 S.24. T.1N., R.69W.	STATE: Colorado
DRILLED BY Bideau Dr	illing LOGGED BY Greg D. Sherman	TOTAL DEPTH 160'
DATE June 3, 199	07 BIT SIZE 5 1/8"	DRILLED WITH Mud
DEPTH	SAMPLE DESCRIPT	
8	SAND, light brown	
10	SAND, light brown	
15	SAND, light brown	
20	SAND, light brown	
25	CLAY, light brown with SAND	
30	CLAY, light brown with SAND	
35	GRAVEL, medium to course	
-40	CLAYSTONE, medium gray	
45	CLAYSTONE, medium gray	
50	CLAYSTONE, medium gray	
55	COAL	
60	SANDSTONE, light gray, very frac, with CLAYSTONE	
65	SANDSTONE, light gray, very fine, with CLAYSTONE	
70	COAL with CLAYSTONE, mediam gray	
75	COAL with CLAYSTONE, medium gray	
80	CLAY, medium gray	
85	SANDSTONE, light gray	
90	SANDSTONE, light gray	
95	CLAYSTONE, medium gray	
100	COAL	
105	SANDSTONE, light gray	
110	SANDSTONE, light gray	
115	CLAYSTONE, medium gray	
120	CLAYSTONE, medium gray	
125	CLAYSTONE, medium gray	
130	CLAYSTONE, medium gray	
135	CLAYSTONE, medium gray	
140	COAL	
145	COAL LOST CERCULATION	148', RETURN 149'
1.50	COAL LOOSE DRILLING 147-	153'
155	COAL	
160	COAL	
165	TOTAL DEPTH 160 F	ÊET
170		
175		
180		
185	T	
190		
195		
200		

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		INCHES		DEPTII I		DEPTH I		DEPTH I	
	200	5		151	5	102	5	53	5
	199	5		150	5	101	5	24	5
	198	5		149	5	100	5	51	5
	197	5		148	5	99	5	50	5
	196	5		147	5	98	5	49	5
	195	5		146	5	97	5	48	5
	194	5		145	5	96	5	47	5
	193	5		144	5	95	5	46	5
	192	5	1 m	143	5	94	5	45	5
	191	5		142	5	93	5	44	5
	190	5		141	5	92	5	43	5
	189	5		140	5	91	5	42	5
	188	5		139	5	90	5	41	5
	187	5		138	5	89	5	40	5
	186	5		137	5	88	5		
	185	5		136	5	87	5		
	184	5		135	5	86	5		
	183	5		134	5	85	5		
	182	5		133	5	84	5		
	181	5		132	5	83	5		
	180	5		131	5	82	5		
-	179			130	5	81	5		
		5		129	5	80	5		
	178	5				79	5		
	177	5		128	5	78	5		
-	176	5		127	5		5		
	175	5		126	5	77 76			
	174	5		125	5	76 76	5		
	173	5		124	5	75	5		
	172	5		123	5	74	5		
	171	5		122	5	73	5		
	170	5		121	5	72	5		
	169	5		120	5	71	5		
	168	5		119	5	70	5		
	167	5		118	5	69	5		
	166	5		117'	5	68	5		
	165	5		116	5	67	5		
	164	5		115	5	66	5		
	163	5		114	5	65	5		
	162	5		113	5	64	5		
	161	5		112	5	63	5		
	160	5		111	5	62	5		
	159	5		110	5	61	5		
	158	5		109	5	60	5		
	157	5		108	5	59	5		
	156	5		107	5	58	5		
	155	5		106	5 5	57	5		
	154	5		105	5	56	5 5 5 5 5 5 5		
	153	5		104	5 5	55	5		
	152	5		103	5	54	5 5		
		-			-	-			

						DEPTH IN	CHES	DEPTH I	NCHES
		INCHES		DEPTH	5	92	5	43	7
	190	5		141		91	5	42	5
	189	5		140	5	90	5	41	6
	188	5		139	5		5	40	6
	187	5		138	5	89			
	186	5		137	5	88	5	39	7
	185	5		136	5	87	5	38	8
	184	5		135	5	86	6	37	8
	183	5	15	134	5	85	5	36	7
	182	5	5	133	5	84	5	35	6
	181	5		132	5	83	5	34	5
	180	5		131	5	82	5	33	5
	179	5		130	5	81	5	32	5
	178	5		129	5	80	5	31	5
	177	5		128	5	79	5	30	5
	176	5		127	5	78	5	29	5
	175	5		126	5	77	5	28	5
	174	5		125	5	76	5	25	5
	173	5		124	5	75	5	24	5
	172	5		123	5	74	5	23	5
	172	5		122	5	73	5	22	5
	170	5		121	5	72	5	21	5
-	169	5		120	5	71	5	20	5
	168	5		119	5	70	5		
	167	5		118	5	69	5		
-	167	5		117	5	68	5		
	165	5		116	5	67	5		
	165	5		115	5	66	5		
				113	5	65	6		
	163	5		113	5	64	5		
	162	5		112	5	63	5		
	161	5		111	5	62	5		
	160	5		110	5	61	5		
	159	5		109	5	60	5		
	158	5		109	5	59	5		
	157	5		108	5	58	5		
	156	5		107	5	57	5		
	155	5				56	5.5		
	154	5		105	5	55	5		
	153	5		104	5	54	5		
	152	5		103	5	53	5		
	151	5		102	5	52	5.5		
	150	5		101	5				
	149	5		100	5	51	5.5		
	148	5		99	5	50	5		
	147	5		98	5	49	5		
	146	5		97	5	48	5.5		
	145	5		96	5	47	2 5		
	144	5		95	5	46	<u>с</u>		
	143	5		94	5	45	5 5 5 5		
	142	5		93	5	44	J		

DEPTH 100 99 98 97 96 95 94 93 92 91 90 88 87 86 85 84 83 82 81 80 79 78 77 76 75 74 73 72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57	INCHES 5 5 5 5 5 5 5 5 5 5 5 5 5	2.27	DEPTH 51 50 49 48 47 46 45 44 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 25 24 23 22 21 20	INCHES 6.5 6.5 7.25 6.5 7 6.5 7 6.25 9 8.25 7.5 7 6 6 6 8 10 7 7 7 6 5 5 
60 59	6.5 6			

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DEPTH	INCHES	DEPTH	INCHES
93 99 99 99 99 88 85 88 82 80 98 77 77 77 77 77 77 77 77 77 77 77 77 77	555555555555555555555555555555555555555	45 44 43 42 41 40 39 38 37 36 35 34 32 31 30	6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5

1. <sup>29</sup>

DEPTH	
148	7.0
147	7.0
146	7.5
145	6.0
144	6.0
143	6.0
142	6.0
141	6.0
140	6.0
139	6.0
138	6.0
137	6.0
136	6.0
135	6.0
134	6.0
133	6.0
132	6.0
131	6.0
130	6.0
129	6.0
128	6.0
127	6.0
126	6.0
125	6.0
124	6.0
123	6.0
122	6.0
121	6.0
120	6.0

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HOLE NUMBER: G-1	LOCATION: Sec 19. TIN, R68W	PROJECT NUMBER: 134-001-02
DRILLED BY: Bideau Drilling	LOGGED BY: John Goggin	TOTAL DEPTH: 140' SURFACE ELEVATION 505:
DATE: 1/19/99	BIT SIZE: 51/8*	DRILLED WITH: AIR MUD _X
DEPTH		SAMPLE DESCRIPTION
5	SAND, brown	
10	SAND, brown	
15	SAND, brown	
20	GRAVEL, 1/4" TO 1/2"	
25	GRAVEL 1/4" TO 1/2"	
30	CLAYSTONE, gray	······································
35	CLAYSTONE, gray	
40	CLAYSTONE, gmy	
45	CLAYSTONE, gray	
50	CLAYSTONE, carbonaceous	
55	CLAYSTONE, gray	
őð	CLAYSTONE, dark gray	
65	CLAYSTONE, dark gray	
70	COAL G	ARFIELD UPPER SEAM
75	COAL	
80	CLAYSTONE, dark gray	
85	CLAYSTONE, dark gray	
90	CLAYSTONE, dank gray	
95	COAL GA	RFIELD LOWER SEAM
100	CLAYSTONE, dark gray	
105	CLAYSTONE, dank gray	
110	CLAYSTONE, dask gray	
115	CLAYSTONE, dark gray	
120	CLAYSTONE, dark gray	
125	SANDSTONE, Fox Hills	
130	SANDSTONE, Fox Hills	
135	SANDSTONE, Fox Hills	
140	SANDSTONE, Fox Hills	
145	SANDSTONE, Fox Hills	<u> </u>
150	SANDSTONE, For Hills	
155	SANDSTONE, For Hills	· · · · · · · · · · · · · · · · · · ·
160	SANDSTONE, For Hills	
165	SANDSTONE, For Hills	· · · · · · · · · · · · · · · · · · ·
170	SANDSTONE, For Hills	
175	SANDSTONE, Fox Hills	
180	SANDSTONE, Fox Hills	
185	total depth of	HOLE 180 FEET.
190	NO CALIF	ER DEFLECTION
195	}	

HOLE NUMBER: G-2	LOCATION: See 19, TIN. R68W	PROJECT NUMBER: 134-001-02	
DRILLED BY: Bidesu Drilling	LOGGED BY: John Goggin	TOTAL DEPTH: 160' SURFACE ELEVATION 5062'	
DATE: 1/19/99	BIT SIZE: 51/8"	DRILLED WITH: AIR MUD_X_	
DEPTH	SAMPLE DE		
5	SAND, brown SAND, brown		
10	SAND, brown		
20	GRAVEL, 1/4" TO 1/2"		
	GRAVEL 1/4" TO 1/2"		
30	CLAYSTONE, brown		
35	CLAYSTONE, brown		
 	CLAYSTONE, brown		
45	CLAYSTONE, gray		
50	CLAYSTONE, gay		
55	CLAYSTONE, gay		
`````````````````````````````````	CLAYSTONE, gray		
65	CLAYSTONE, gray		
	CLAYSTONE, gray		
75		PPER SEAM	
35	CLAYSTONE, gray		
	CLAYSTONE, gray		
95	CLAYSTONE, gray		
100	CLAYSTONE, gmy		
103	CLAYSTONE, gray		
110	CLAYSTONE, 2009		
115	CLAYSTONE, gray		
[20	CLAYSTONE, gray		
[25	CLAYSTONE, carbonaceous		
130	CLAYSTONE, carbonaccous		
135	CLAYSTONE, gray		
140	SANDSTONE, Fox Hills		
145	SANDSTONE, Fox Hills		
150	SANDSTONE, Fox Hills		
155	SANDSTONE, Fox Hills		
160	SANDSTONE, Fox Hills		
65	TOTAL DEPTH OF HOLE 160	) FEET.	
170	NO CALIPER DEFLECT	ON	
175			
130			
185			
190			
195			
200			

100 m

HOLE NUMBER: G-8	LOCATION: See 19, TIN, R68W	PROJECT NUMBER: 134-001-02	
DRILLED BY: Bideau Drilling	LOGGED BY: John Goggin	TOTAL DEPTH: 140' SURFACE ELEVATION 5057	
DATE: 1/20/99	BIT SIZE: 51/8*	DRILLED WITH: AIR MUD_X_	
DEPTH		ISCRIPTION	
5	SAND, brown		
10	SAND, brown		
15	SAND, brown	·	
20	GRAVEL, 1/4" TO 1/2"	·····	
25	GRAVEL, 1/4" TO 1/2"		
30	CLAYSTONE, gray	· · · · · · · · · · · · · · · · · · ·	
	CLAYSTONE, gray	· · · · · · · · · · · · · · · · · · ·	
		<u> </u>	
	CLAYSTONE gray		
45	CLAYSTONE, gray		
50	CLAYSTONE, gray		
55	CLAYSTONE, gray		
60	CLAYSTONE, carbonaceous		
C0	COAL GARFIELD UI	PPER SEAM	
70	CLAYSTONE, gray		
75	CLAYSTONE, gray		
30	CLAYSTONE, gray		
35	CLAYSTONE, gray		
90	CLAYSTONE, gray, carbonaceous		
95	COAL GARFIELD LO	WER SEAM	
100	CLAYSTONE_gray		
105	CLAYSTONE gray		
110	CLAYSTONE, gray		
115	CLAYSTONE, gray		
120	COAL		
125	SANDSTONE, brown	·	
(30	SANDSTONE, Fox Hills		
135	SANDSTONE, Fox Hills		
140	SANDSTONE. Fox Hills	<u></u>	
145	TOTAL DEPTH OF	HOLE 140 FEET.	
150	NO CALIPER D	EFLECTION	
155			
160			
165			
170			
175			
180			
185			
190			
195			
200			

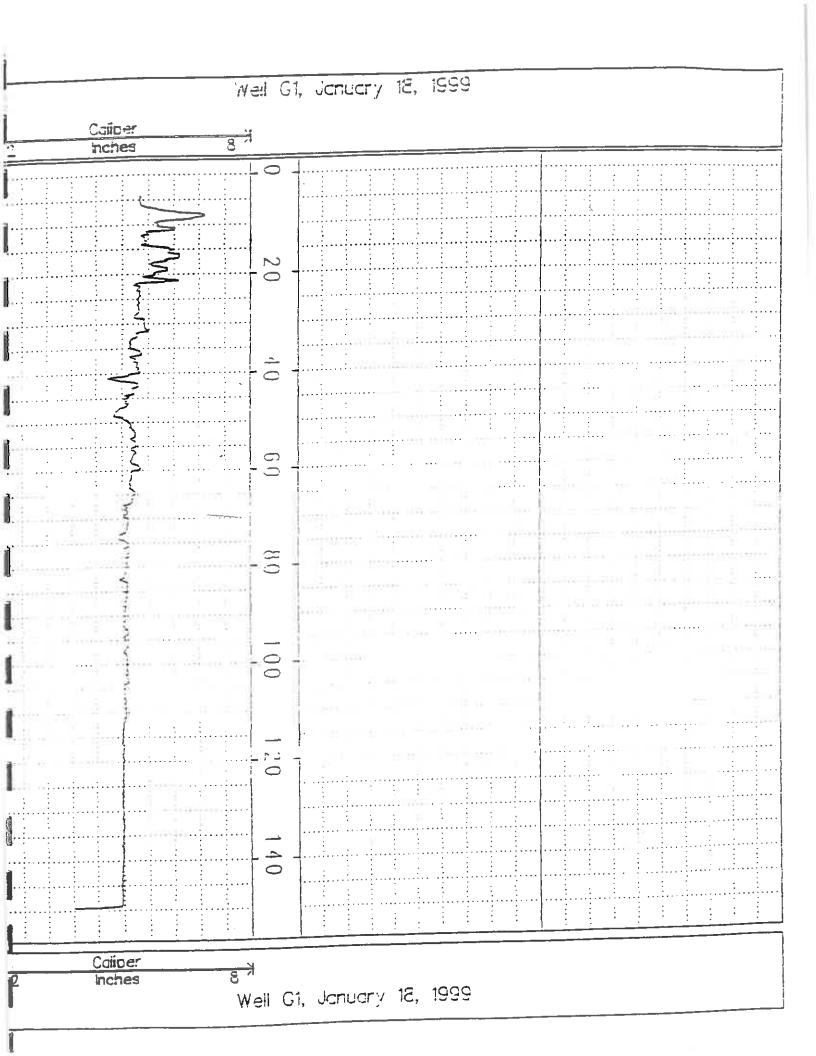
HOLE NUMBER: G-11	LOCATION: Section 19, T 1 N, R 68 W	PROJECT NO.: 134-001-02		
DRILLED BY: Bideau Drilling	LOCKED BY: John Goggin	TOTAL DEPTH: 120' SURFACE ELEVATION 5053'		
DATE: 2/20/99	BIT SIZE: 5 1/8"	DRILLED WITH: AIR MUD_X_		
DEPTH	s	AMPLE DESCRIPTION		
5	SAND, brown			
10	SAND, brown			
15	SAND/ GRAVEL 1/4 inch - 1/4 inch			
20	SAND/ GRAVEL 1/4 inch - ½ inch			
25	SAND/ GRAVEL, 1/4 inch - 1/ inch			
30	SAND/ GRAVEL 1/4 inch - 1/2 inch			
35	SAND/ GRAVEL 1/4 inch - 1/4 inch			
40	SANDSTONE/ light gray			
45	SANDSTONE/ light gray			
50	SANDSTONE/ light gray			
55	SANDSTONE/ light gray			
60	LOST CIRCULATION @ 62 feet	· · · · · · · · · · · · · · · · · · ·		
65	NO SAMPLE	· · · · · · · · · · · · · · · · · · ·		
70	NO SAMPLE	NO SAMPLE		
75	NO SAMPLE BOTTOM OF	NO SAMPLE BOTTOM OF MINE @ 75 feat		
80	NO SAMPLE			
85	NO SAMPLE			
90	NO SAMPLE			
95	NO SAMPLE			
100	NO SAMPLE			
105	NO SAMPLE			
i10	NO SAMPLE			
115	NO SAMPLE			
120	NO SAMPLE			
125				
130				
135	TOTAL DEPTH @	120 FEET. CIRCULATION WAS LOST @ 65 FEET.		
140	MAXIM	IUM CALIPER DEFLECTION - 7.5 @ 63 FEET.		
145				
150		· · · · · · · · · · · · · · · · · · ·		
155				
160				
165				
170				
175				
180		······································		
185				
190				
195				
200		· · · · · · · · · · · · · · · · · · ·		

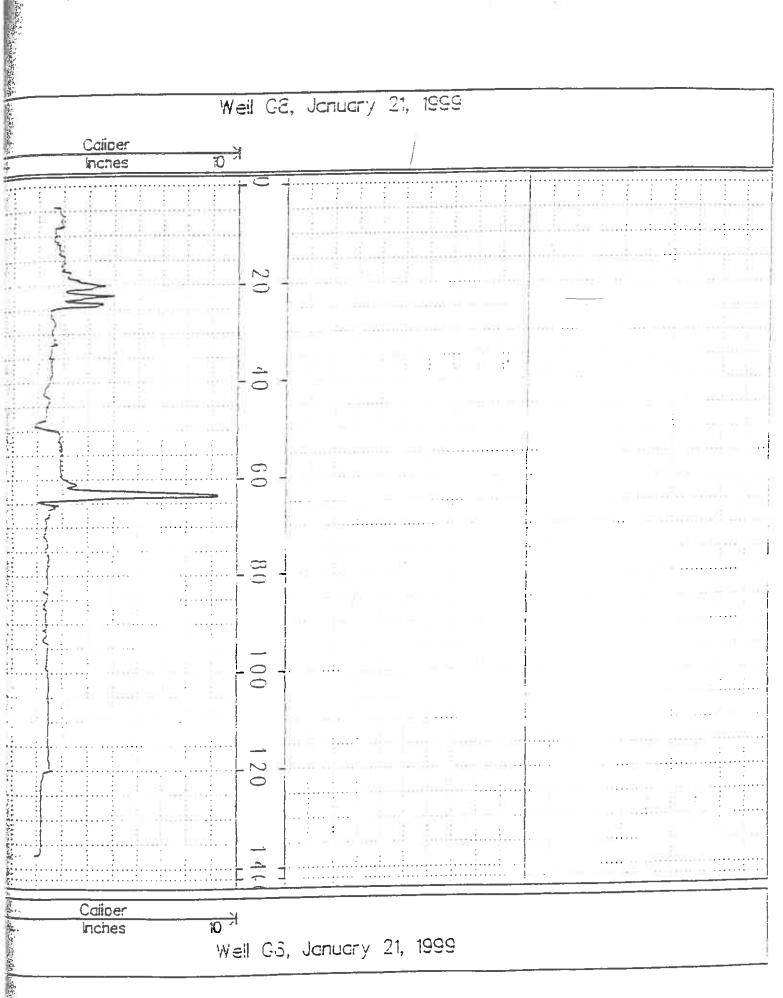
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HOLE NUMBER: G-17	LOCATION: S 19, Township 1 North, Range 68 West	PROJECT NO.: 134-001-02	
DRILLED BY: Bideau Drilling	LOGGED BY: John Goggin	TOTAL DEPTH: 140' SURFACE ELEVATION 5053'	
DATE: 2/20/99	BIT SIZE: 5 1/8*	DRILLED WITH: AIR MUD_X_	
DEPTH	SAMPLE DE	ESCRIPTION	
5	SAND, brown		
10	SAND, brown		
15	SAND, brown		
20	SAND, brown		
25	CLAYSTONE, gray		
30	CLAYSTONE, gray		
35	CLAYSTONE, gray		
40	CLAYSTONE, gray		
45	CLAYSTONE, gray		
50	CLAYSTONE, gray		
55	CLAYSTONE, gray		
60	CLAYSTONE, gray		
65	COAL GARFIELD U	JPPER SEAM	
70	CLAYSTONE, gray		
75	CLAYSTONE, carbonaceous		
80	CLAYSTONE, gray		
85	CLAYSTONE gray		
90	CLAYSTONE, gray		
95	CLAYSTONE, gray		
100	CLAYSTONE, carbonaceous		
105	COAL GARFIELD L	OWER SEAM	
110	CLAYSTONE, gray		
115	CLAYSTONE, gray		
120	CLAYSTONE, gray		
125	SANDSTONE, gray		
130	SANDSTONE, Fox Hills		
135	SANDSTONE, Fox Hills		
140	SANDSTONE, Fox Hills		
145	TOTAL DEPTH OF HOL	E 140 FEET, CIRCULATION WAS NOT LOST.	
150	NO	CALIPER DEFLECTION.	
155			
160			
165			
170			
175			
180			
185			
190			
195			
200			

HOLE NUMBER: G-18	LOCATION: S 19, Township 1 North, Range 68 West	PROJECT NO.: 134-001-02
DRILLED BY: Bideau Drilling	LOGGED BY: John Goggin	TOTAL DEPTH: 140' SURFACE ELEVATION 5058'
DATE: 2/20/99	BIT SIZE: 51/8"	DRILLED WITH: AIR MUD_X
DEPTH	SAMPLE DESCRIPTION	
<u>8</u> :	SAND, brown	
10	SAND, brown	
15	SAND, brown	
20	SAND/ GRAVEL, 1/4 inch - ½ inch	
25	SAND/ GRAVEL, 1/4 inch - 1/2 inch	
30	SAND/ GRAVEL, 1/4 inch - ½ inch	
35	SAND/ GRAVEL, 1/4 inch - 1/2 inch	
40	SAND/ GRAVEL, 1/4 inch - ½ inch	
45	CLAYSTONE, gray	
50	CLAYSTONE, gray	
55	CLAYSTONE, gray	
60	CLAYSTONE, gray	
65	SANDSTONE, carbonaceous	
70	CIRCULATION LOST @ 63 FEET	
75	NO SAMPLE	
80	NO SAMPLE	
85	NO SAMPLE	
90	NO SAMPLE	
95	NO SAMPLE	
100	NO SAMPLE	
105	NO SAMPLE	
110	NO SAMPLE	
115	NO SAMPLE	
120	NO SAMPLE	
125	NO SAMPLE	
130	NO SAMPLE	
135	NO SAMPLE	
140	NO SAMPLE	
145	TOTAL DEPTH OF HOLE 140 FEET. CIRCULATION WAS LOST @ 63 FEET	
150	MAXIMUM CALIPER DEFLECTION - 8.3 INCHES @ 72 FEET.	
155		
160		
165		
170		
175		
180		
185		
190		
195		
200		

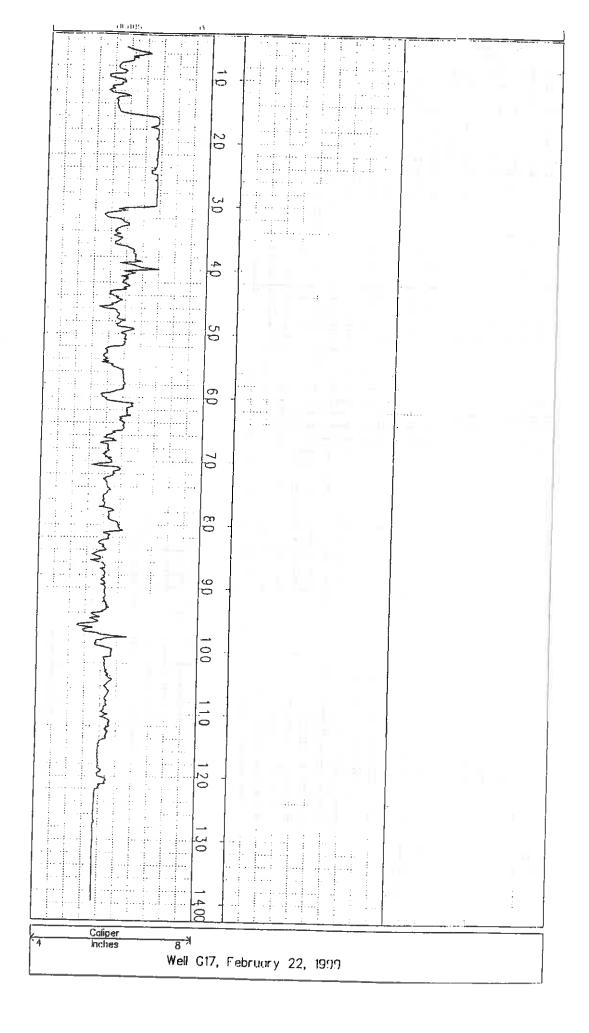
HOLE NUMBER: G-19	LOCATION: S 19, Township 1 North, Range 68 West	PROJECT NO.: 134-001-02	
DRILLED BY: Bideau Drilling	LOGGED BY: John Goggin	TOTAL DEPTH: 140' SURFACE ELEVATION 5057'	
DATE: 2/20/99	BIT SIZE: 5 1/8"	DRILLED WITH: AIR MUD_X_	
DEPTH	SAMPLE DESCRIPTION		
5	· · · · · · · · · · · · · · · · · · ·		
10	SAND, brown SAND, brown		
15			
20	SAND, brown		
25	SAND/ GRAVEL, 1/4 inch - ½ inch		
	CLAYSTONE, gray		
30	CLAYSTONE, gray		
	CLAYSTONE, gray		
40	CLAYSTONE, gray		
45	CLAYSTONE, gray		
50	CLAYSTONE, gray		
55	CLAYSTONE, gray		
60	CLAYSTONE, gray		
65	CLAYSTONE, gray		
70	COAL GARFIELD UPPER SEAM		
75	CLAYSTONE, gray		
80	CLAYSTONE, gray		
85	CLAYSTONE, gray		
90	SANDSTONE, gray		
95	SANDSTONE, gray		
100	SANDSTONE, carbonaceous		
105	SANDSTONE, carbonaceous		
110	SANDSTONE, carbonaceous		
115	COAL GARFIELD LOWER SEAM		
120	CLAYSTONE, gray		
125	COAL		
130	SANDSTONE, Fox Hills		
135	SANDSTONE, Fox Hills		
140	SANDSTONE, Fox Hills		
145	TOTAL DEPTH OF HOLE 140 FEET. CIRCULATION WAS NOT LOST		
150	NO CALIPER DEFLECTION		
155			
160			
165			
170			
175			
180			
185			
190			
195			
200			

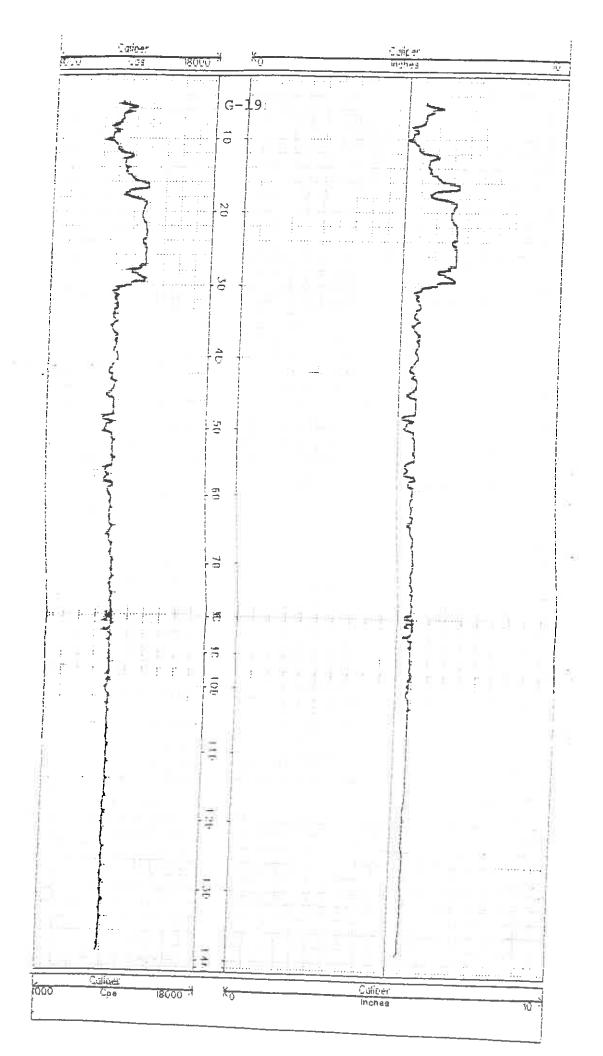




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	100		
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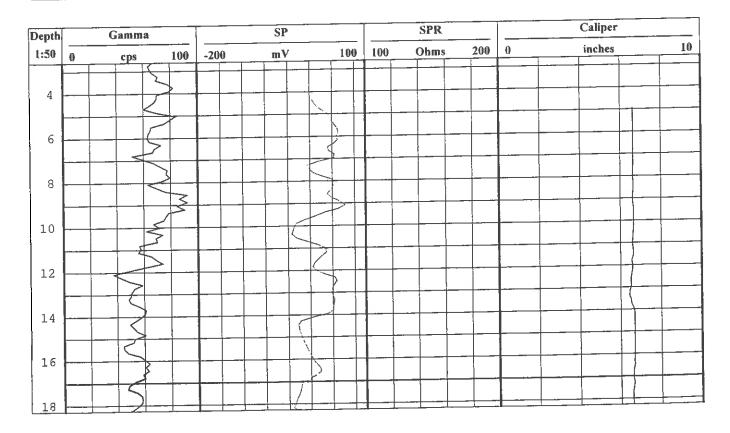
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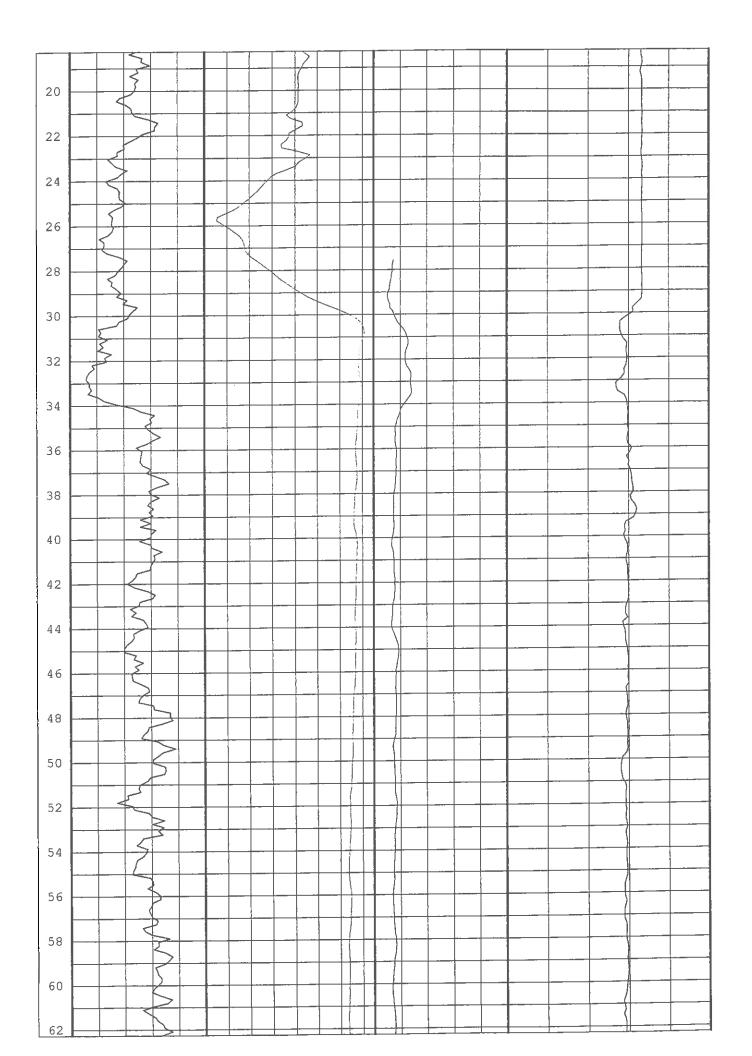
Star walls

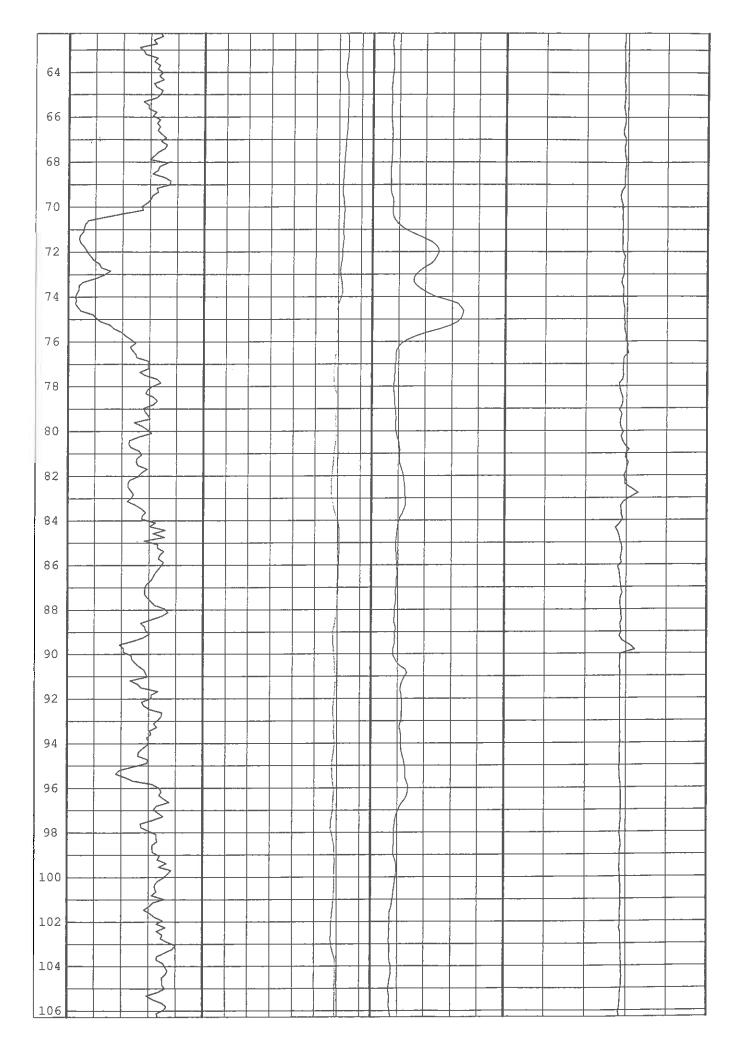
HOLE NUMBER: LP # 1 N 40° 02,138 W 105° 03,253	LOCATION: Lyle Industrial Park	STATE: Colorado	
DRILLED BY: Bideau Drilling	LOGGED BY: Adam Lusk	TOTAL DEPTH: 160'	
DATE: 11/11/03	BIT SIZE: 5 1/8"	DRILLED WITH: AIR MUD X	
DEPTH	S/	SAMPLE DESCRIPTION	
5	CLAY, sandy, tan	CLAY, sandy, tan	
10	α ۱۱		
15	- sć 13	- se - 13	
20	46 97	4 7	
25	GRAVEL, sandy, medium grained	GRAVEL, sandy, medium grained	
30	46 99	4 27	
35	CLAY, sandy, tan	CLAY, sandy, tan	
40	CLAYSTONE, medium gray		
45	st 11	56 H	
50	a. 1)	a 7	
55	CLAYSTONE, light gray	CLAYSTONE, light gray	
60	CLAYSTONE, medium gray	CLAYSTONE, medium gray	
65	ы. 19	u 17	
70	ц. 77	ц т	
75	COAL	COAL	
80	CLAYSTONE, medium gray	CLAYSTONE, medium gray	
85	U 77		
90	14 19	u •	
95	CLAYSTONE, light gray	CLAYSTONE, light gray	
100	CLAYSTONE, dark gray	CLAYSTONE, dark gray	
105	48 19	а р	
110	cž 17	a 17	
115	CLAYSTONE, medium gray with coal	CLAYSTONE, medium gray with coal	
120	CLAYSTONE, medium gray		
125	<b>48</b> 13	a 17	
130	CLAYSTONE, dark gray with coal	CLAYSTONE, dark gray with coal	
135	SANDSTONE, Fox Hills		
140	LL 19		
145	44 13		
150	46 77		
155	4£ 13		
160	48 49	Total Depth 160'	
	CIRC	CULATION NOT LOST	

HOLE NUMBER: LP # 2	LOCATION: Lyle Industrial Park	STATE: Colorado
N 40° 02.138 W 105° 03.189	LOGGED BY: Adam Lusk	TOTAL DEPTH: 120
DRILLED BY: Bideau Drilling	BIT SIZE: 5 1/8"	DRILLED WITH: AIR MUD X
DATE: 11/10/03	SAMPLE DESCRIPTION	
5	CLAY, sandy, tan	
10		
15	LL 77	
20	GRAVEL, sandy tan	
25	CLAY, sandy, tan	
30	GRAVEL, sandy, medium grained	
35	CLAYSTONE, light gray	
40	CLAYSTONE; medium gray	
45	u v	
50	s6 17	
55	ц п	
60	CLAYSTONE, dark gray	
65	a 1	
70	Lost Circulation @ 65"	
75		
60		
(85):		
90		
95		
100		
105		
110		
115		
120	Totai Depth 120'	

RUN BOREHO	CO Weld WELL LP#1 FLD Lyle Property FLD Lyle Property FLD Lyle Property CTY Erie DEFTH-DRILLER DEFTH-LOGGED INTERVAL TOP LOGGED INTERVAL TOP LOGGED INTERVAL OPERATING RIG TIME RECORDED BY WITNESSED BY	
BOREHOLE RECORD BIT FROM TO	COMPANY: WESTER WELL ID: LP # 1 FIELD: ERIE COMM( COUNTRY: USA LOCATION: N 40 02.138, W LOCATION: N 40 02.138, W III/11/03 1 II/11/03 I IS7 VAL E E E	VEE
CASING RECORD SIZE WGT	IN ENVIRONMENT AND DNS ST 105 03.253 ST INORTH RGE: 68 WEST ELEVATION ABOVE PERM. DATUM ABOVE PERM. DATUM ABOVE FLUID IN HOLE SALINITY LEVEL LEVEL LEVEL MAX. REC. TEMP.	
WGT. FROM	TAND ECOL STATE: WEST	
MC	AD ECOLOGY, INC. STATE: COLORADO OTHER SERVICES OTHER SERVICES D.F. G.L. LE E I EMUD	
IO	E MUD	

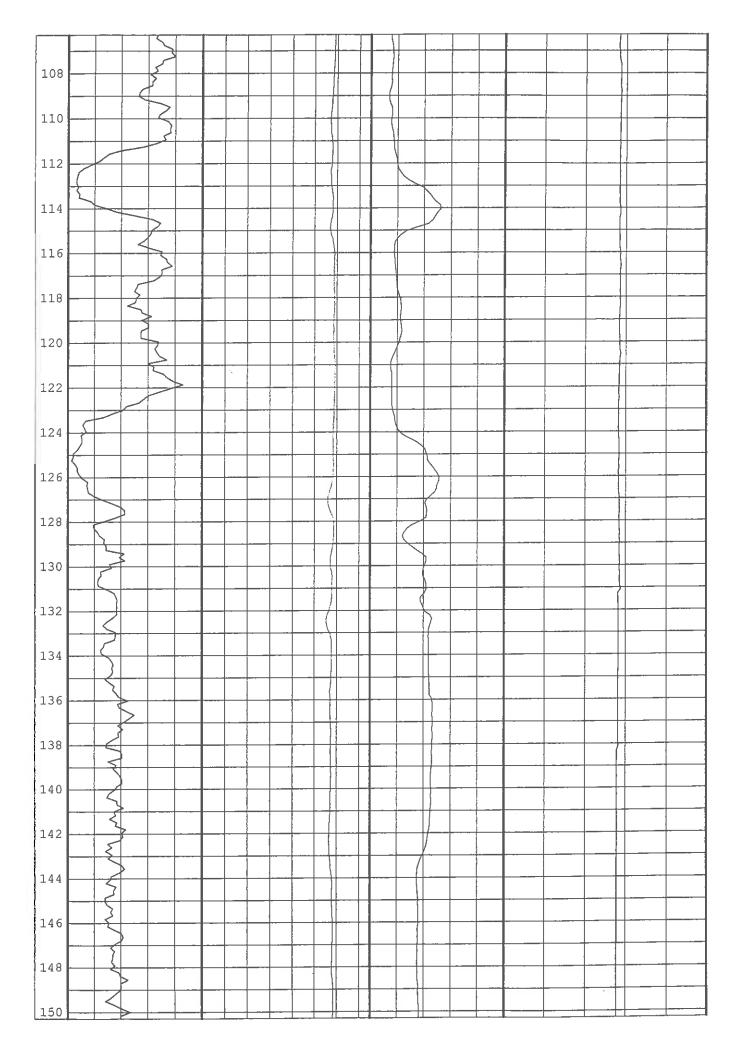






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BIT FROM TO	COMPANY: WESTERN ENVIRONMENT AND ECOLOGY, INC.       Well LD: LP # 2       FIELD: ERLE COMMONS       COUNTRY: USA       COUNTRY: USA       STATE: COLORADO       OTHER SERVI       COUNTRY: USA       STATE: COLORADO       OTHER SERVI       COUNTRY: USA       STATE: COLORADO       OTHER SERVI       COUNTRY: INORTH       REC: 19       TYPE FLUID IN HOLE       ENTONICE       DENSITY       DENSITY       DENSITY       COUNTER.       MAX. REC. TEMP.       PROMONDER NEORD
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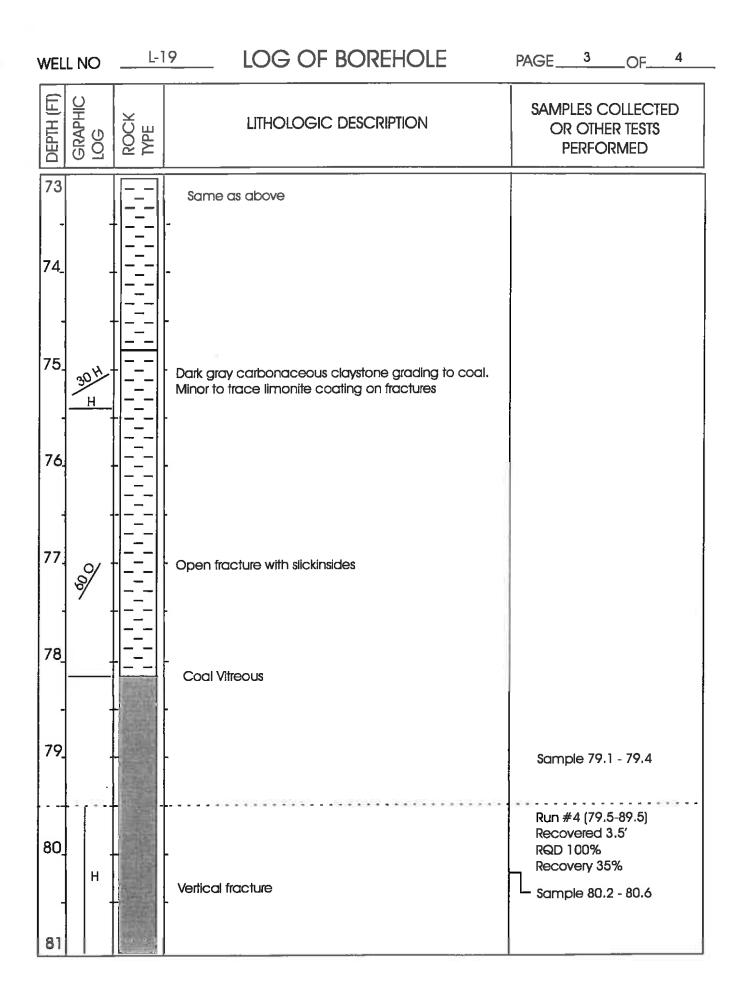
## LOG OF BOREHOLE

QA BY DATE 11-12-03 BOREHOLE/	WELL Number 1-19
	JRFACE ELEVATION
COORDINATES <u>N 40° 02.039 W 105° 02.938</u> TOTAL DEPTH 160' WATER LEVE	EL ENCOUNTERED
	Steve HELPER
DATE DRILLED 11-12-03 DRILLING FL	UID Mud
DRILLING METHOD Rotary CHECKED B	Y_GDS
LOGGED BY Greg D. Sherman	SITE MANAGER
GEOLOGIST	$0 \ge 20$ Orientation
COMMENTS <u>Celia Greenman present during drilling</u>	
	$\begin{array}{c} \textcircled{1}{20} \\ \hline $
LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED
LITHOLOGIC DESCRIPTION	OR OTHER TESTS PERFORMED
	FERIORIVIED
60 H Medium gray claystone/carbonaceous some non-oriented wood fragments	Run #1 (60'-65')
<u>H</u>	Recovered 3.0'
	RQD 95%
61-200	Recovery 60%
Medium gray claystone, very fine grained quart         Medium gray claystone, very fine grained quart         sand in 20deg oriented fracture	
Core Loss 1.5	
63 / / - / -	
Medium gray claystone, very soft, moist	
M	
Light gray very fine grained quartzose sand, po	porty
cemented, minor biotite fragments	
65	

PAGE\_\_\_\_OF\_\_\_4

WELL NO	L-1	LOG OF BOREHOLE	PAGE 2OF4
DEPTH (FT) GRAPHIC LOG	ROCK TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
65		- Core Loss	Run #2 (65'-70') Recovered 3.3' RQD 85% Recovery 66%
67		Medium gray claystone, carbonaceous Very fine grained quartzose sandstone / medium	Sample at 67.2 - 67.5
68. <u>0</u>		gray claystone Medium gray claystone	
69 <u>M</u> M		Light gray very fine grained quartzose sandstone with clay, soft, wet. Some carbonaceous material 10 deg bedding orientation	Losing Circulation
70			
	· · · · · · · · · · · · · · · · ·	Medium to light gray very fine grained quartzose sand, slightly calcareous. Hard	Run #3 (70'-79.5') Recovered 8.6' RQD 90%
71. 300	· · · · · · · · · · · · · · · · · · ·	Limonite fracture coating	Recovery 90%
	  	Medium gray claystone. Very soft, dry. Trace carbonaceous materia!	Sample at 71.9 - 72.2
72		-	Sample at 72.2 - 72.6
73			

÷:



L-19	LOG OF BOREHOLE	PAGEOF4
ROCK TYPE	LITHOLOGIC DESCRIPTION	Samples Collected Or other tests Performed
	Same as above	
. / /		
. \		Loose drilling 85.0'
	Core loss	
		Lost circulation 86.5'
	Dark gray carbonaceous claystone	Sample 88.5' - 88.8'
	Very fine grained quartzose sandstone	Sample 88.8' - 89.0' Sample 89.2' - 89.5'
		Yog B       LITHOLOGIC DESCRIPTION         Image: Same as above       Same as above         Image

#### UNCONFINED COMPRESSIVE STRENGTH ASTM D 2216

### UNCONFINED COMPRESSIVE STRENGTH TEST DATA ASTM D 2166

CLIENT Wester	rn Environmental & Ecology	JOB NO. 2596-01	
BORING NO. DEPTH SAMPLE NO. SOIL DESCR.	L-19 72.2-72.6'	SAMPLED DATE TESTED SATURATED TEST AT FIELD MOIST.	12-19-03 CAL No Yes
LOCATION	Erie	CONF. PRES. PSF TEST TYPE	0 UCS

MOISTURE/DENSITY	BEFORE
DATA	TEST
Wt. Soil + Moisture (g)	388.6
Wt. Wet Soil & Pan (g)	397.0
Wt. Dry Soil & Pan (g)	342.3
Wt. Lost Moisture (g)	54.7
Wt. of Pan Only (g)	8.4
Wt. of Dry Soil (g)	333.8
Moisture Content %	16.4
Wet Density PCF	131.2
Dry Density PCF	112.7
Init. Diameter (in)	2.144
Init. Area (sq in)	3.610
Init. Height (in)	3.125
Height to Diameter Ratio	1.458
Volume cu Ft.	0.00653

Notes & Comments:

Very Short Sample

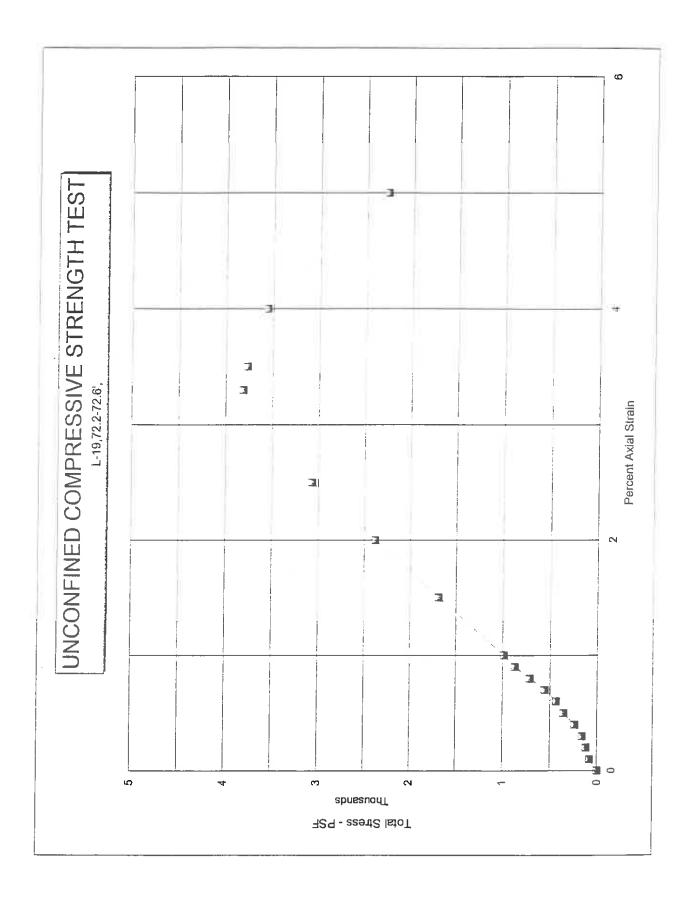
Date: 12/24/2003 Date: <u>12/24/03</u>

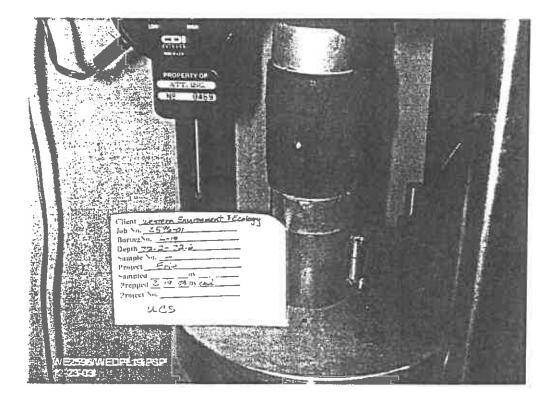
#### UNCONFINED COMPRESSIVE STRENGTH TEST DATA

CLIENT	Western Environmental & Ecology	JOB NO. 25	96-01
BORING NO. DEPTH SAMPLE NO. SOIL DESCR.	L-19 72.2-72.6'	SAMPLED DATE TESTED SATURATED TEST AT FIELD MOIST.	12-19-03 CAL No Yes
LOCATION	Erie	CONF. PRES. PSF TEST TYPE	0 UCS
Init. Ht. (in)	3.125	lnit, Area (sq in)	3.610
		Strain Rate (in/min)	0.031

Axial Load	Axial Load	Delta Ht.	Axial %	Area Final	Dev. Stress	Pore Pres.	Delta Pres.	Sigma 3	Sigma 1	Prin. Stress
Lbs.	PSF	ln.	Strain	Sq In.	PSF	PSI	PSF	PSF	PSF	Ratio
0.0	0	0.000	0.00	3.610	0	0.00	0.0	0	0	0.00
2.0	80	0.003	0.10	3.614	80	0.00	0.0	0	80	0.00
3.0	120	0.006	0.20	3.618	119	0.00	0.0	0	119	0.00
4.0	160	0.009	0.30	3.621	159	0.00	0.0	0	159	0.00
6.0	239	0.013	0.40	3.625	238	0.00	0.0	0	238	0.00
9.0	359	0.016	0.50	3.628	357	0.00	0.0	0	357	0.00
11.0	439	0.019	0.60	3.632	436	0.00	0.0	0	436	0.00
14.0	558	0.022	0.70	3.636	554	0.00	0.0	0	554	0.00
18.0	718	0.025	0.80	3.639	712	0.00	0.0	0	712	0.00
22.0	877	0.028	0.90	3.643	870	0.00	0.0	0	870	0.00
25.0	997	0.031	1.00	3.647	987	0.00	0.0	0	987	0.00
43.0	1715	0.047	1.50	3.665	1689	0.00	0.0	0	1689	0.00
61.0	2433	0.063	2.00	3.684	2384	0.00	0.0	0	2384	0.00
79.0	3151	0.078	2.50	3.703	3072	0.00	0.0	0	3072	0.00
99.0	3949	0.103	3.30	3.733	3818	0.00	0.0	0	3818	0.00
98.0	3909	0.109	3.50	3.741	3772	0.00	0.0	0	3772	0.00
93.0	3709	0.125	4.00	3.761	3561	0.00	0.0	0	3561	0.00
60.0	2393	0.156	5.00	3.800	2274	0.00	0.0	0	2274	0.00

12/24/2003







#### UNCONFINED COMPRESSIVE STRENGTH TEST DATA ASTM D 2166

CLIENT Western E	nvironmental & Ecology	JOB NO. 2596-01	
BORING NO. DEPTH SAMPLE NO. SOIL DESCR. LOCATION	L-19 79.1-79.1' Erie	SAMPLED DATE TESTED SATURATED TEST AT FIELD MOIST. CONF. PRES. PSF TEST TYPE	12-19-03 CAL No Yes 0 UCS
MOISTURE/DENSITY DATA	BEFORE TEST		
Wt. Soil + Moisture (g) Wt. Wet Soil & Pan (g) Wt. Dry Soil & Pan (g) Wt. Lost Moisture (g) Wt. of Pan Only (g) Wt. of Dry Soil (g) Moisture Content % Wet Density PCF Dry Density PCF	258.8 267.0 212.7 54.3 8.2 204.5 26.5 83.2 65.8		
Init. Diameter (in) Init. Area (sq in) Init. Height (in) Height to Diameter Ratio Volume cu Ft.	2.098 3.457 3.426 0 1.633 0.00685		

Notes & Comments:

Short Sample

\* Density is with sulfate caps on both ends of the sample and very rough edges on sides of sample. See photograph.

\*\* Moisture is without sulfaset.

\*\*\* Prestressed to 2000 lbs on Geomatic wouldn't fail.

\*\*\*\* Loaded to max capacity of 4760 lbs on the MTS 0936. The sample didn't fail, but splintered. (See photograph #2). Per KMR 12-22-03 testing was ended.

\*\*\*\*\* 4760 lbs / 3.457 in2 = 1377 psi.

Date: 12/24/2003 Date: <u>//o 5/04</u>

PHOPERITY OF ATTEING 42 ucs WE2596 WEDP7917.PSP 12-23-03 

Client Western Env. 3 Ecology Job No. 2596-01 BoringNo. 1-19 Depth 79.1-79.4 Sample No Project 2ric Sampled by repped 12/19/03 by Project No UCS	
WE2596/WEDPERIE.PSP 12-23-03	

#### MOISTURE CONTENT & DENSITY ASTM D 2216 & 2937

#### Moisture & Density Determinations ASTM D 2216 & D 2937

ASTM D 2216 & D 2937 CLIEN LOCATION	T: Western Environmen V: Erie	t & Ecology	JOB NO.:2596-01
BORING SAMPLE DEPTH SAMPLE NO. DATE SAMPLED	L-19 88.5-88.8'	L-19 89.2-89.5'	L-19 80.2-80.6'
DATE TESTED SOIL DESCRIPTION	12/17/03 DMP/SM	12/17/03 SM	12/17/03 SM
DENSITY DETERMINATIONS Sample Height (IN) Sample Diameter (IN) Wt of Wet Soil (GMs) Sample Volume (CU Ft) WET DENSITY (PCF) DRY DENSITY (PCF)	1.420 2.160 195.07 0.00301 142.8 123.9	2.370 De 2.140 440.90 0.00493 197.0 195.9	ensity not possible
MOISTURE DETERMINATIONS Wt. of Wet Soil & Dish (gms) Wt. of Dry Soil & Dish (gms) Net Loss of Moisture (gms) Wt. of Dish (gms) Wt. of Dry Soil (gms) Moisture Content (%)	357.49 311.26 46.23 8.36 302.90 15.3	449.15 446.71 2.44 8.27 438.44 0.6	206.10 159.84 46.26 8.06 151.78 30.5
BORING SAMPLE DEPTH SAMPLE NO. DATE SAMPLED DATE TESTED SOIL DESCRIPTION			
DENSITY DETERMINATIONS Sample Height (IN) Sample Diameter (IN)			

5 Sample Diameter (IN) Wt of Wet Soil (GMs) Sample Volume (CU Ft) WET DENSITY (PCF) DRY DENSITY (PCF)

MOISTURE DETERMINATIONS Wt. of Wet Soil & Dish (gms) Wt. of Dry Soil & Dish (gms) Net Loss of Moisture (gms) Wt. of Dish (gms) Wt. of Dry Soil (gms) Moisture Content (%)

Data entered by: Data checked by: FileName:

JLS Date: 12/2 WYMDERIE Date: 103

12/23/2003

## Moisture & Density Determinations ASTM D 2216 & D 2937

CLIENT LOCATION	f: Western Environment a : Erie	& Ecology	JOB NO.: 259	6-01
BORING SAMPLE DEPTH SAMPLE NO. DATE SAMPLED DATE TESTED SOIL DESCRIPTION	L-19 80.2-80.6'	L-19 88.8-89.0'	L-19 67.2-67.5'	L-19 71.9-72.2'
DENSITY DETERMINATIONS Sample Height (IN) Sample Diameter (IN) Wt of Wet Soil (GMs) Sample Volume (CU Ft) WET DENSITY (PCF) DRY DENSITY (PCF)	DENSITY NOT POSSIBLE	1.506 2.153 194.83 0.00317 135.4 123.0	1.759 1.926 177.17 0.00297 131.7 113.1	1.067 2.166 137.06 0.00228 132.8 114.8
MOISTURE DETERMINATIONS Wt. of Wet Soil & Dish (gms) Wt. of Dry Soil & Dish (gms) Net Loss of Moisture (gms) Wt. of Dish (gms) Wt. of Dry Soil (gms) Moisture Content (%)	178.28 140.46 37.82 16.08 124.38 30.4	202.85 185.12 17.73 8.25 176.87 10.0	185.36 160.39 24.97 8.19 152.20 16.4	224.53 195.16 29.37 8.28 186.88 15.7

01/12/2004

ADVANCED TERRA TESTING, INC.

# LOG OF CORE RB-21

I	LOCATION COORDINATES TOTAL DEPTH DRILLING COMPA DATE DRILLED DRILLING METHOD LOGGED BY	0/04         Idflower Subdivision         N 40°6.171', W 104°59.314         8 feet         NY NR Bideau Drilling         1/30/2004            Partington         GEOLOGIST	GROUND SURFACE WATER LEVEL ENCO STATIC_ DRILLER <u>Steve</u> DRILLING FLUID _ CHECKED BYG_S	umber
,	Geotechnical	ole located adjecent to Rotary P Samples are referenced as WF-	oring RB-21	· · · · · · · · · · · · · · · · · · ·
	DEPTH (FT) FRACTURE LOG ROCK TYPE	LITHOLOGIC DES	CRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
41		Sandstone, fine to very fine grained, slight soft, non calcareous, light olive brown	ve brown.	Begin Core, 40.0 feet Run 1: 40.0' to 50.0' 81 % Recovery 78% RQD

WELL	NO	RB	LOG OF CORE	PAG	<b>GE</b>	OF_	8
DEPTH (FT)	FRACTURE	ROCK TYPE	LITHOLOGIC DESCRIPTION	S	OR OT	COLLEC HER TES	
45-	M M O M M O M M M M M M M M M M M M M M		Sandstone, fine to very fine grained, slightly cemented, dry, hard, non calcareous, light olive brown Claystone, medium moist, hard, light olive brown, 2° bedding planes - Sandstone, fine to medium grained, cemented, dry, hard, non calcareous, light brownish gray, 0° to 10° bedding planes				
47-	M 6° H 10° H 10° H 10° H M		Claystone, medium moist, hard, light olive brown, 0° to 10° bedding planes Sandstone, fine to medium grained, moderately cemented, dry, very hard, non calcareous, light olive brown, 0° to 10° bedding planes Claystone, medium moist, hard, light olive brown, - 2° bedding planes				
49-			Core Loss Claystone, medium moist, hard, dark grayish brown, 2° bedding planes		50.0', end 0  Run 2: 50.0 43% Recov	)' to 53.0'	
51			2 bedding planes		23% RQD		
53	$\bigwedge$				53.0', end	)frun 2	

WELL NO	RE	LOG OF CORE	PAGE <u>3</u> OF <u>8</u>
DEPTH (FT) FRACTURE LOG	ROCK TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
53- 		Claystone, medium moist, hard, olive brown, 0° to 14° bedding planes	Run 3: 53.0' to 63.0' 100% Recovery 74% RQD
54 <u>H</u>			۲
55		<b>*</b>	
- H - IITH - IITH - S°H 56 H		Claystone, carbonaccous, medium moist, hard, very dark gray to black, 0° to 14° bedding planes	
56 H - 0 - M - M H - H		-	
57- <sup>39</sup>			
58 <u>+</u>			
59-		-	۲
60 M			
85° O			

WELL NORB	LOG OF CORE	PAGEOF8
DEPTH (FT) FRACTURE LOG ROCK TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
61- 85° O	Claystone, carbonaceous, medium moist, hard, very dark gray to black, 0° to 14° bedding planes	
	Coal, very fractured and blocky, hard, black	
63	Claystone, carbonaceous, medium moist, hard, very dark gray	63.0°, end of run 3 Run 4: 63.0° to 72.8° 99% Recovery
	to black, horizontal bedding planes	90% RQD
64 <u>- M</u>		•
65- <u></u>		۲
- <u>M</u> - <u>M</u> - <u>M</u> - <u>M</u> - <u>M</u>		
65° O		
- <u>M</u>		
68- 		
69 25.0		۲

WELL	NO	RB-	LOG OF CORE	PAGE_5OF8
DEPTH (FT)	LOG LOG	ROCK TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
69-	M 8° M		Claystone, carbonaceous, medium moist, hard, very dark gray to black, 0° to 10° bedding planes	
70	M H 5° M			
71	JUL O		Claystone, non-carbonaceous, medium moist, hard, 0° to 5" bedding planes, dark gray	
72				72.8', end of run 4
73-	35"0			Run 5: 72.8' to 80.7' 100% Recovery 86% RQD
74				
75	M		2. Line was fire waited day off poorly amongsted	۲
76			Sandstone, very fine grained, dry, soft, poorly cemented, horizontal bedding planes, dark greenish gray	۲
77_	<u>M</u>		Claystone, medium moist, hard, horizontal bedding planes, dark greenish gray	

WEL	L NO	RB	LOG OF CORE	PAGEOF8
DEPTH (FT)	FRACTURE LOG	ROCK TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
77-	M		Claystone, medium moist, hard, horizontal bedding planes, dark greenish gray Sandstone, soft, dry, poorly cemented, dark greenish gray	
78	15:0 15:0 			
79			Claystone, medium moist, hard, horizontal bedding planes, dark greenish gray	۲
80-	M			<i>Losing circulation</i> 80.7', end of run 5 Run 6: 80.7' to 85.7' 2.1' less than 4"
81-	 			3.9' recovered
82	M 			
83				
84	M M M M		- -	
85		X	Core loss	

WELL NORI	B-21 LOG OF CORE	PAGE_7OF8
DEPTH (FT) FRACTURE LOG ROCK TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
85 86 87 87 87 88 88 1 90 1 90 1 90 1 90 1 90 1 1 1 1 1 1 1 1 1 1 1 1 1	Core not recovered	85.7', ead of run 6 Run 7: 85.7' to 98.0' 31% Recovery 32% RQD <i>Circulation lost</i>
93		

WELL NOR	B-21 LOG OF CORE	PAGE 8 OF 8
DEPTH (FT) FRACTURE LOG ROCK TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
93	Core loss - - Coal, very fractured and blocky, hard, black	
95	Claystone, carbonaceous, horizontal bedding planes, black	
96	Sandstone, slightly cemented, fine grained, dry, medium hard, horizontal bedding planes, greenish gray	
		98.0', end of core
98		

## LOG OF Core: RB-29

QA BY DATE	BOREHOLE/WELL Number RB-29C
LOCATION Wildflower Subdivision	GROUND SURFACE ELEVATION
COORDINATES <u>N 40°6.341, W 104°59.493</u>	WATER LEVEL ENCOUNTERED
TOTAL DEPTH 103 feet	STATIC
DRILLING COMPANY N. R. Bideau Drilling	DRILLER Steve HELPER Gary
DATE DRILLED 1/30/2004	DRILLING FLUID
DRILLING METHOD Nud	CHECKED BYG_Sherman
LOGGED BY B_Partington	SITE MANAGER
GEŎLOGIST	
COMMENTS Hole located adjecent to rotary }	poring RB-29
Geotechnical samples are refere	nced as WF-9

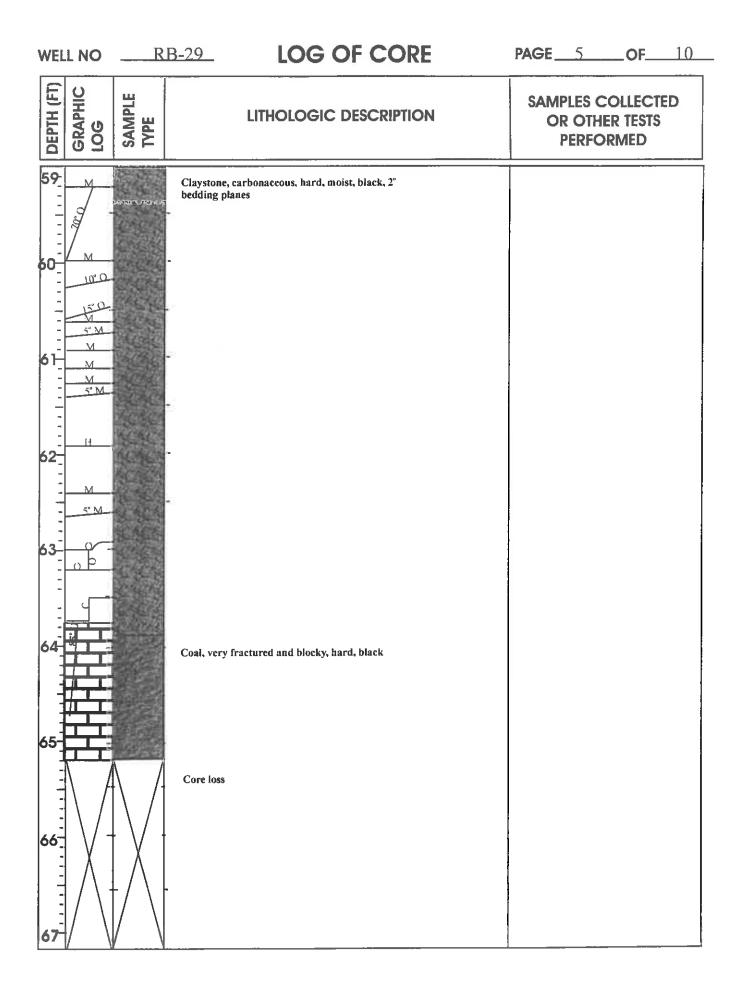
DEPTH (FT)	GRAPHIC LOG	SAMPLE TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
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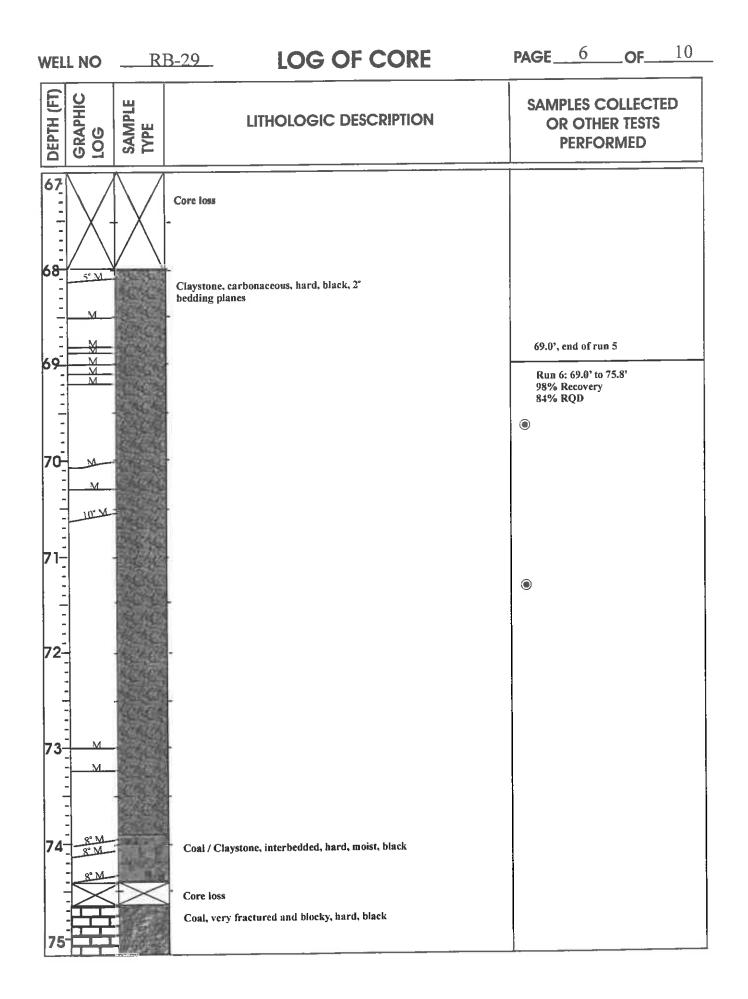
30		
-		Begin Core, 30.5 feet
31	Claystone, medium moist, medium hard to hard, greenish gray, occasional iron-stains, 2° bedding planes	Run 1: 30.5' to 37.0' 85% Recovery 76%RQD
33		
34	Sandstone, fine grained, poorly cemented, dry, soft, non- calcareous, light olive brown - Claystone, very sandy, medium moist, hard, greenish gray	
35	N Sandstone, fine to medium grained, poorly cemented, dry, soft, non calcareous, olive yellow	
		PAGEOF10

WEL	WELL NORE		LOG OF CORE	PAGE 2 OF 10
DEPTH (FT)	GRAPHIC LOG	SAMPLE TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
35	60° In M M		Claystone, medium moist, medium hard to hard, greenish gray, occasional iron-stains, 10° bedding planes 	
36			Core loss	
37	 M		Claystone, medium moist, medium hard to hard, greenish gray, occasional iron-stains, 2° bedding planes	37 feet, end of run I Run 2: 37' to 41' 50% Recovery 30% RQD
38	M			۲
39				
40	$\bigwedge$		Core loss	41 feet, end of run 2
41-	M		Claystone, medium moist, medium hard to hard, greenish gray, occasional iron-stains, 10" bedding planes	Run 3: 41' to 51' 76% Recovery 53% RQD
42-	JUL M		Sandstone, fine grained, poorly cemented, dry, soft, non- calcareous, light olive brown	
43 -	м			

WEL	L NO	RI	B-29 LOG OF CORE	PAGE 3 OF 10
DEPTH (FT)	GRAPHIC LOG	SAMPLE TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
43-			Sandstone, fine grained, poorly cemented, dry, soft, non- calcareous, light olive brown	
44	 0		Claystone, medium moist, medium hard to hard, greenish gray, occasional iron-stains, 10° bedding planes -	
45	 		<ul> <li>Very hard interbedded cemented claystone, brown</li> <li>Claystone, medium moist, medium hard to hard,</li> <li>greenish gray, occasional iron-stains, 10° bedding planes</li> </ul>	
46-	H H H		Interbedded concretions	
47			Claystone, beginning to transition into carbonaceous claystone, dark olive changing into very dark gray	
48			Core loss	
-				
49	<u>н</u>		Claystone, carbonaceous, hard, medium moist, very dark gray, 2" bedding planes	
50	5" M_			
51-	H			51', end of run 3

WELL NORH		RI	<b>LOG OF CORE</b>	PAGE_	4	_OF	10
DEPTH (FT)	GRAPHIC LOG	SAMPLE TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED		D	
51	M		Claystone, carbonaceous, hard, medium moist, very dark gray, 2° bedding planes	Run 4: 5) 100% Re 82% RQ	covery		
54	M		Interbedded sandstone lenses, 0.1' thick, poorly cemented, fine grained, soft, olive brown				
55	_201 0			۲			
57 							
59	M 85".0		Claystone, carbonaceous, hard, moist, black, 2 <sup>°</sup> bedding planes		nd of run 4 58.4' to 69. covery 2D		





WELL NOR	B-29 LOG OF CORE	PAGE 7OF10
DEPTH (FT) GRAPHIC LOG SAMPLE TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
	Claystone, carbonaceous, hard, black	PERFORMED           75.8', end of run 6           Run 7: 75.8' to 86.0'           69% Recovery           74% RQD
83 1 1		

WEL	L NO	RE	LOG OF CORE	PAGE 8 OF 10
DEPTH (FT)	GRAPHIC LOG	SAMPLE TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
83 84 85 86 87 88 88		SA IVI	Coal, very fractured and blocky, hard, black	86.0, end of run 7           Run 8: 86.0' to 93.0' 86% Recovery 57% RQD
91				

WELL	NO	<u></u>	29 LOG OF CORE	PAGE 9 OF 10
DEPTH (FT)	GRAPHIC LOG	SAMPLE TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
91 			Coal, very fractured and blocky, hard, black Core loss	
93			Coal, very fractured and blocky, hard, black	93.0, end of run 8 Run 9: 93.0' to 103.0'
94	M		Coal, Claystone, interbedded, hard, black Sandstone, carbonaceous, cemented, hard very dark gray to black Claystone, carbonaceous, moist, hard, slightly sandy, very dark gray	100% Recovery 83% RQD
95-	M M 		Sandstone, hard, poorly to slightly cemented, gray	
96	_10 <sup>*</sup> .M			•
97				۲
98	M			
99-	<u>M</u>			

WEL	L NO	RB	-29 LOG OF CORE	PAGE 10 OF 10
DEPTH (FT)	GRAPHIC LOG	SAMPLE TYPE	LITHOLOGIC DESCRIPTION	SAMPLES COLLECTED OR OTHER TESTS PERFORMED
□ 99 100 101 102 103	M		Sandstone, hard, cemented, gray	103', end of core



Soils and Materials Consultants, Inc.

5604 KENDALL COURT ARVADA, COLORADO 80002 Phone (303) 431-2335 Fax (303) 431-2594

Western Environment & Ecology, Inc. 2217 W. Powers Avenue Littleton, CO 80120

April 13, 2004

Project No. 2-238-01

Attention: Mr. Brian R. Partington

Subject: Unconfined Compressive Strength Test Data, Samples Designated Test Hole WF-1 and WF-9, Wild Flower.

Dear Mr. Partington:

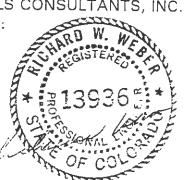
Unconfined compressive strength testing has been performed on 15 core samples supplied to this firm. The supplied data and resulting laboratory test results are supplied on the attached Figures 1 through 15. It should be noted that several of the samples were fractured (some highly fractured) and several of the initial readings are as a result of closing the fracture/layer systems.

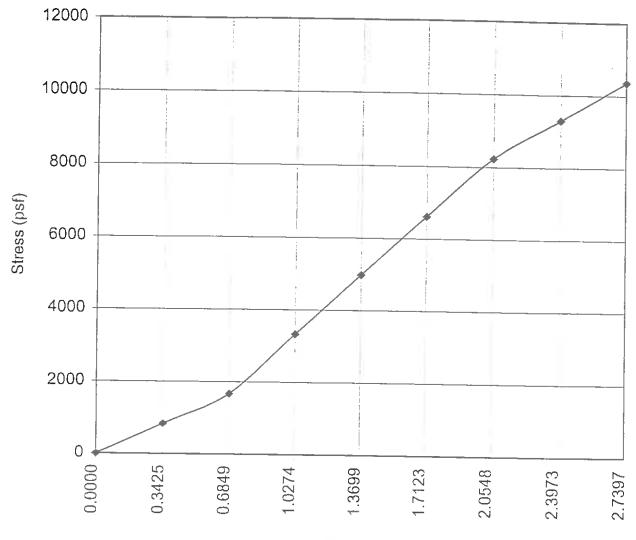
Please call if additional information and/or testing services are desired.

SOILS AND MATERIALS CONSULTANTS, INC.

Richard W. Weber, P.E: Principal Engineer

RWW/jb Copies: 3





SAMPLE DESCRIPTION:CLAYSTONE, hard, medium moist, greenSAMPLE LOCATION:TEST HOLE: WF-1DEPTH 50.4 FEETSAMPLE:LENGTH: 4.38 in.DIAMETER: 2.17 in.L/D: 2.02MOISTURE CONTENT: 12.8%DRY DENSITY: 113 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

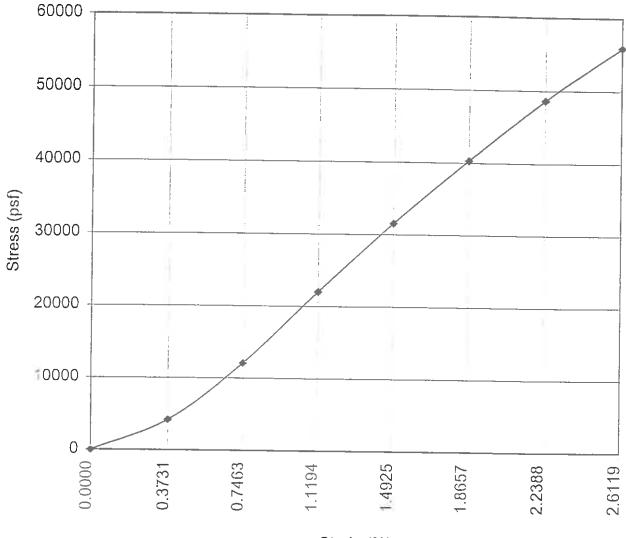
UNCONFINED COMPRESSIVE STRENGTH: 10,500 PSF

REMARKS: Poor Sample, very fractured.



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE STRENGTH TEST RESULT Figure No. 1



SAMPLE DESCRIPTION:CLAYSTONE, very hard, medium moist, iron stained, brownSAMPLE LOCATION:TEST HOLE: WF-1DEPTH 53.7 FEETSAMPLE:LENGTH: 4.02 in.DIAMETER: 1.95 in.L/D: 2.06

MOISTURE CONTENT: 11.8% DRY DENSITY: 128 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

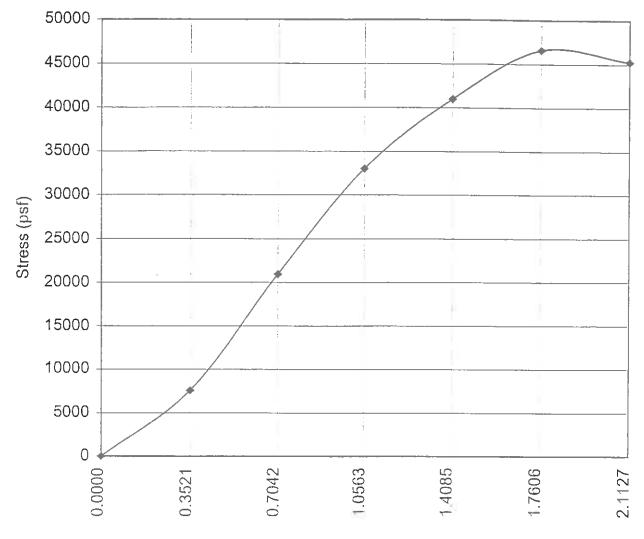
UNCONFINED COMPRESSIVE STRENGTH: 56,000 PSF

REMARKS: Many horizontal layers, fractured



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE Project No. 2-238-01 STRENGTH TEST RESULT Figure No. 2



Strain (%)

SAMPLE DESCRIPTION: CLAYSTONE, very hard, medium moist, black w/ white lenses, iron stained

SAMPLE LOCATION: TEST HOLE: WF-1 DEPTH 58.7 FEET

SAMPLE: LENGTH: 4.26 in. DIAMETER: 2.12 in. L/D: 2.01

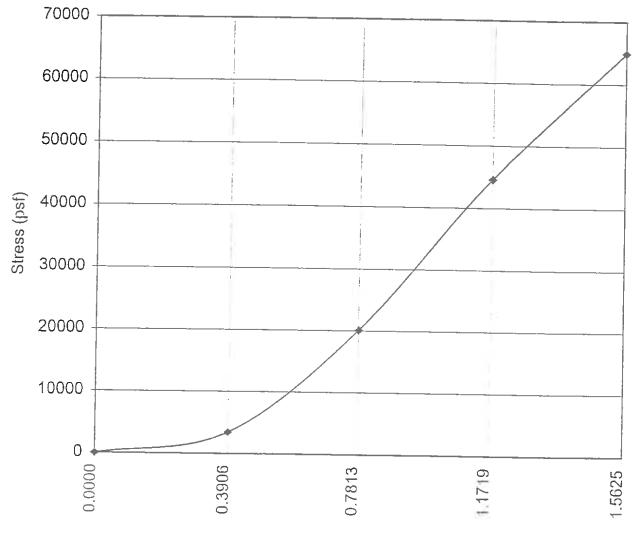
MOISTURE CONTENT: 15.2% DRY DENSITY: 113 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

UNCONFINED COMPRESSIVE STRENGTH: 47,500 PSF

REMARKS: Very fractured.





SAMPLE DESCRIPTION: LIGNITE, very hard, black

SAMPLE LOCATION: TEST HOLE: WF-1 DEPTH 65.1 FEET

SAMPLE: LENGTH: 3.84 in. DIAMETER: 2.14 in. L/D: 1.79

MOISTURE CONTENT: 16.0% DRY DENSITY: 095 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

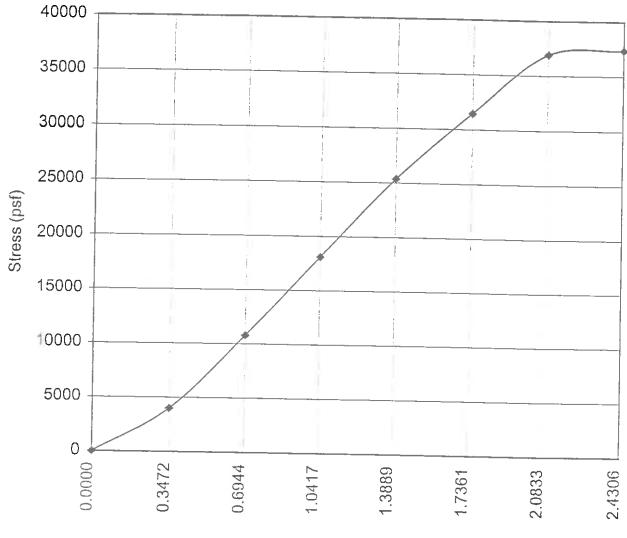
UNCONFINED COMPRESSIVE STRENGTH: 65,000 PSF

REMARKS: Short sample



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE Project No. 2-238-01 STRENGTH TEST RESULT



SAMPLE DESCRIPTION:CLAYSTONE, very silty, very hard, slightly moist, blackSAMPLE LOCATION:TEST HOLE: WF-1DEPTH 68.0 FEETSAMPLE:LENGTH: 4.32 in.DIAMETER: 2.15 in.L/D: 2.01

MOISTURE CONTENT: 9.6% DRY DENSITY: 125 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

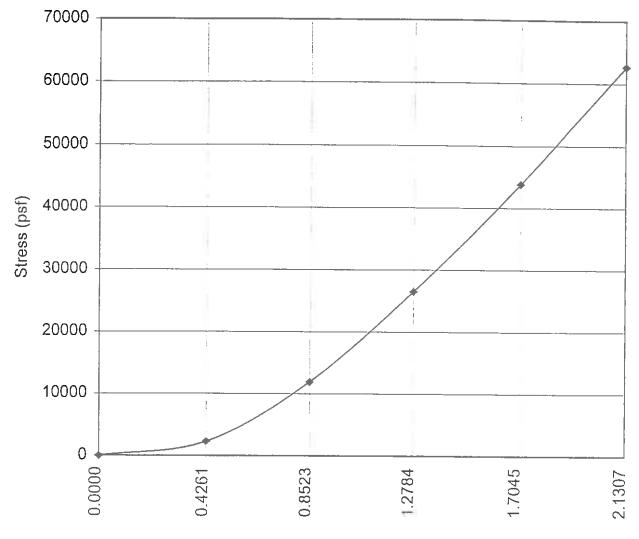
UNCONFINED COMPRESSIVE STRENGTH: 38,000 PSF

REMARKS: Very fractured.



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE	Project No. 2-238-01
STRENGTH TEST RESULT	Figure No. 5



SAMPLE DESCRIPTION: SILTSTONE, very hard, slightly moist, gray

SAMPLE LOCATION: TEST HOLE: WF-1 DEPTH 75.2 FEET

SAMPLE: LENGTH: 3.52 in. DIAMETER: 2.15 in. L/D: 1.64

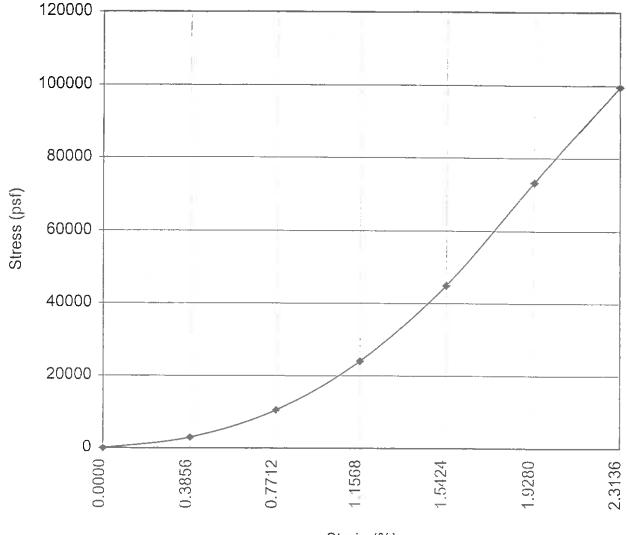
MOISTURE CONTENT: 10.7% DRY DENSITY: 126 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

UNCONFINED COMPRESSIVE STRENGTH: 63,500 PSF

REMARKS: Short sample, highly fractured.





SAMPLE DESCRIPTION:SILTSTONE, very hard, slightly moist, gray & blackSAMPLE LOCATION:TEST HOLE: WF-1DEPTH 79.1 FEETSAMPLE:LENGTH: 3.89 in.DIAMETER: 2.11 in.L/D: 1.84MOISTURE CONTENT: 8.1%DRY DENSITY: 125 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

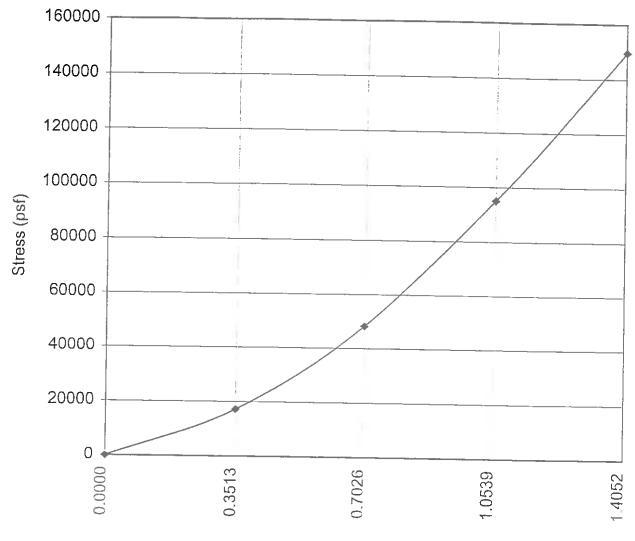
UNCONFINED COMPRESSIVE STRENGTH: 100,000 PSF

REMARKS: Short sample



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE	Project No. 2-238-01
STRENGTH TEST RESULT	Figure No. 7



Strain (%)

SAMPLE DESCRIPTION: SILTSTONE, hard, slightly moist

SAMPLE LOCATION: TEST HOLE: WF-1 DEPTH 97.5 FEET

SAMPLE: LENGTH: 4.27 in. DIAMETER: 2.11 in. L/D: 2.02

MOISTURE CONTENT: 8.1% DRY DENSITY: 123 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

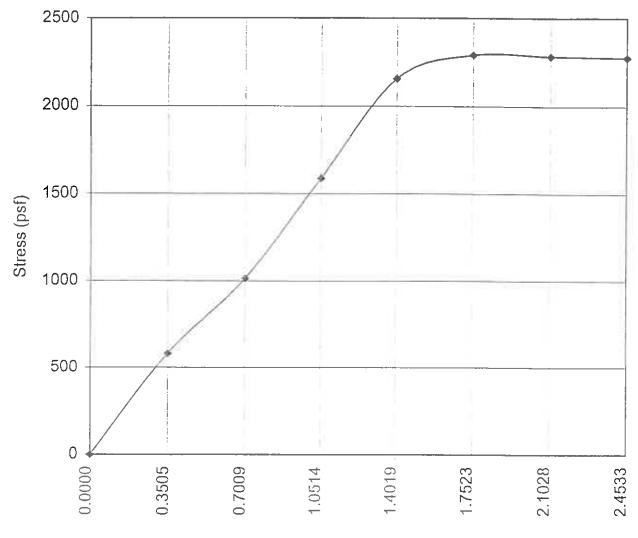
UNCONFINED COMPRESSIVE STRENGTH: 150,000 PSF

REMARKS: Many horizontal layers, fractured



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE Project No. 2-238-01 STRENGTH TEST RESULT



Strain (%)

SAMPLE DESCRIPTION:CLAYSTONE, hard, moist, brown, iron stainedSAMPLE LOCATION:TEST HOLE: WF-9DEPTH 38.2 FEETSAMPLE:LENGTH: 4.28 in.DIAMETER: 2.13 in.L/D: 2.01

MOISTURE CONTENT: 19.9% DRY DENSITY: 108 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

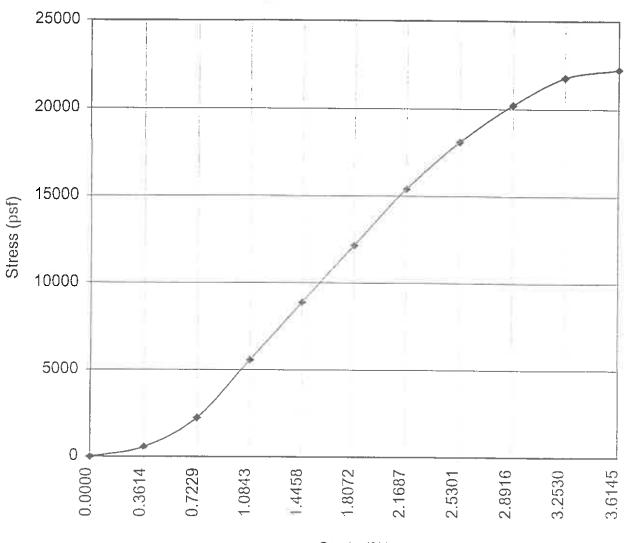
UNCONFINED COMPRESSIVE STRENGTH: 2,300 PSF

REMARKS: Very Fractured.



Soils and Materials Consultants, I**nc.** 

UNCONFINED COMPRESSIVE Project No. 2-238-01 STRENGTH TEST RESULT Figure No. 9



SAMPLE DESCRIPTION: CLAYSTONE, very hard, slightly moist, black

SAMPLE LOCATION: TEST HOLE: WF-9 DEPTH 55.4 FEET

SAMPLE: LENGTH: 4.15 in. DIAMETER: 2.16 in. L/D: 1.92

MOISTURE CONTENT: 8.8% DRY DENSITY: 122 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

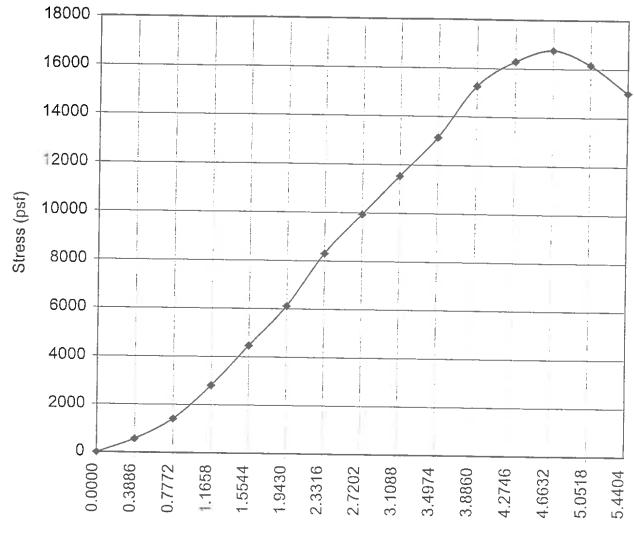
UNCONFINED COMPRESSIVE STRENGTH: 22,500 PSF

REMARKS: Very fractured.



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE	Project No. 2-238-01
STRENGTH TEST RESULT	Figure No. 10



SAMPLE DESCRIPTION:CLAYSTONE, very silty, very hard, medium moist, blackSAMPLE LOCATION:TEST HOLE: WF-9DEPTH 69.7 FEETSAMPLE:LENGTH: 3.86 in.DIAMETER: 2.16 in.L/D: 1.79

MOISTURE CONTENT: 12.9% DRY DENSITY: 117 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

UNCONFINED COMPRESSIVE STRENGTH: 16,900 PSF

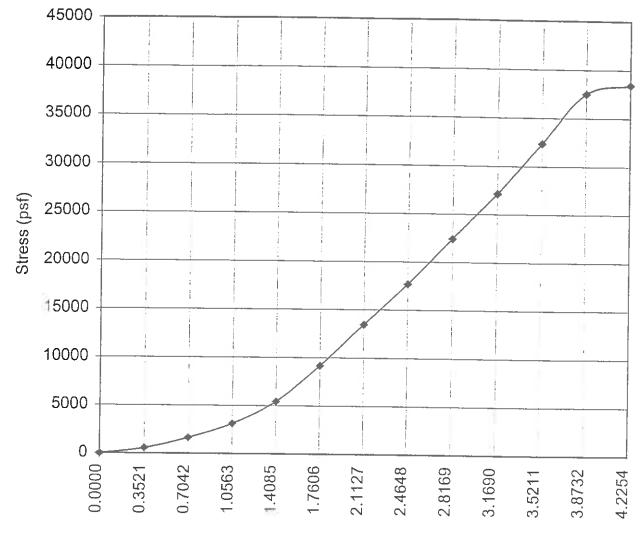
REMARKS: Very fractured.



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE STRENGTH TEST RESULT

Project No. 2-238-01 Figure No. 11



SAMPLE DESCRIPTION: CLAYSTONE, very silty, very hard, slightly moist, black

SAMPLE LOCATION: TEST HOLE: WF-9 DEPTH 71.3 FEET

SAMPLE: LENGTH: 4.26 in. DIAMETER: 2.19 in. L/D: 1.95

MOISTURE CONTENT: 11.2% DRY DENSITY: 124 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

UNCONFINED COMPRESSIVE STRENGTH: 38,000 PSF

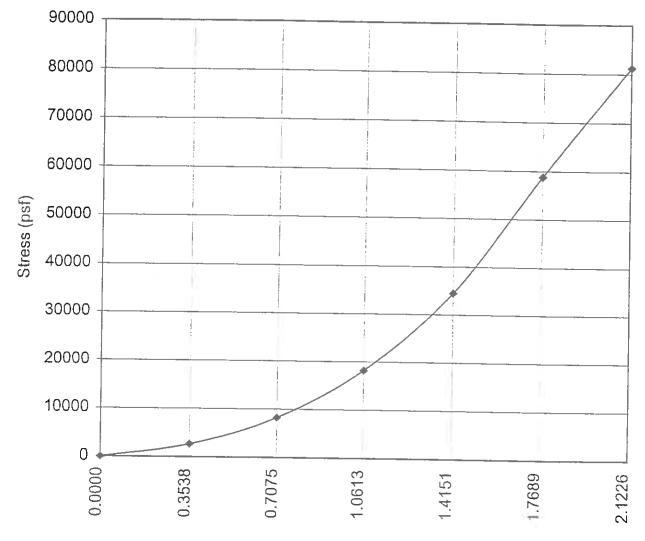
REMARKS: Very fractured.



Soils and Materials Consultants, Inc.

UNCONFINED COMPRESSIVE STRENGTH TEST RESULT

Project No. 2-238-01 Figure No. 12



SAMPLE DESCRIPTION: SILTSTONE, very hard, slightly moist, dark gray

SAMPLE LOCATION: TEST HOLE: WF-9 DEPTH 94.3 FEET

SAMPLE: LENGTH: 4.24 in. DIAMETER: 2.11 in. L/D: 2.01

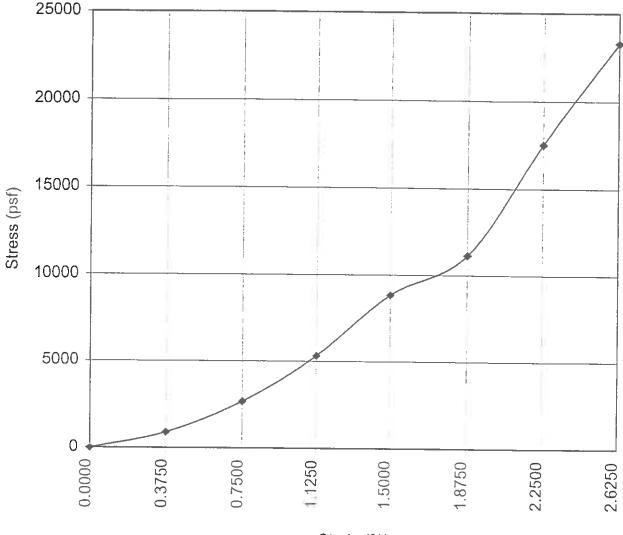
MOISTURE CONTENT: 10.7% DRY DENSITY: 120 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

UNCONFINED COMPRESSIVE STRENGTH: 81,000 PSF

REMARKS:





SAMPLE DESCRIPTION: SILTSTONE, hard, medium moist, gray

SAMPLE LOCATION: TEST HOLE: WF-9 DEPTH 96.0 FEET

SAMPLE: LENGTH: 4.00 in. DIAMETER: 2.10 in. L/D: 1.90

MOISTURE CONTENT: 13.3% DRY DENSITY: 115 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

UNCONFINED COMPRESSIVE STRENGTH: 23,000 PSF

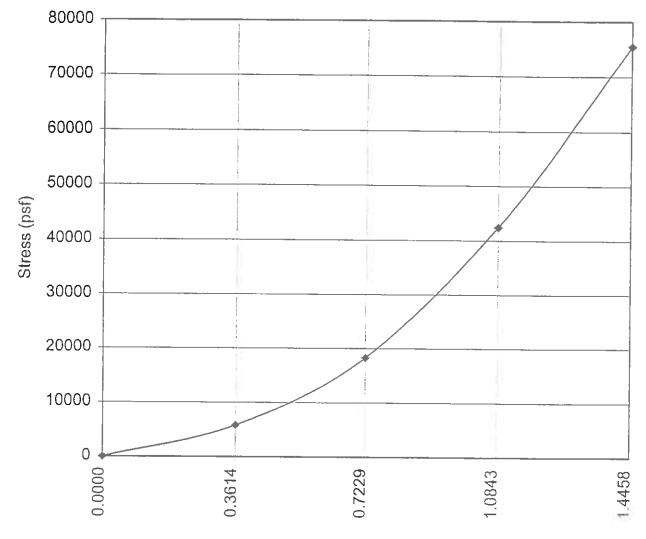
REMARKS: Fractured sample.



Soils and Materials Consultants, I**nc.** 

UNCONFINED COMPRESSIVE P STRENGTH TEST RESULT F

Project No. 2-238-01 Figure No. 14



Strain (%)

SAMPLE DESCRIPTION:SILTSTONE, very hard, slightly moist, graySAMPLE LOCATION:TEST HOLE: WF-9 DEPTH 97.2 FEETSAMPLE:LENGTH: 4.15 in. DIAMETER: 2.08 in. L/D: 2.0MOISTURE CONTENT: 8.2% DRY DENSITY: 125 PCF

APPLIED DEFORMATION RATE: 0.0150 in./min.

UNCONFINED COMPRESSIVE STRENGTH: 75,500 PSF

REMARKS:





Unconfined Compressive Strength ASTM D 2216

## UNCONFINED COMPRESSIVE STRENGTH TEST DATA ASTM D 2166

CLIENT	Western Er	nvironmental & Ecology	JOB NO.	2596-02	
BORING N DEPTH SAMPLE N SOIL DESC LOCATION	0. XR.	WF-9 80.5' Project #91-001-02 Wildflower	SAMPLED DATE TES SATURATE AT FIELD M CONF. PRE TEST TYPE	ED TEST MOIST. ES. PSF	02-20-04 03-15-04 CAL No Yes 0 UCS

MOISTURE/DENSITY	BEFORE
DATA	TEST
Wt. Soil + Moisture (g)	530.7
Wt. Wet Soil & Pan (g)	539.1
Wt. Dry Soil & Pan (g)	486.6
Wt. Lost Moisture (g)	52.6
Wt. of Pan Only (g)	8.4
Wt. of Dry Soil (g)	478.2
Moisture Content %	11.0
Wet Density PCF	135.6
Dry Density PCF	122.2
Init. Diameter (in)	2.171
Init. Area (sq in)	3.702
Init. Height (in)	4.028
Height to Diameter Ratio	1.855
Volume cu Ft.	0.00863

Notes & Comments:

Short Sample

Date: 03/18/2004 Date: <u>3/19/09</u>

### UNCONFINED COMPRESSIVE STRENGTH TEST DATA

CLIENT	Western Environmental & Ecology	JOB NO.	2596-02
BORING NO. DEPTH SAMPLE NO. SOIL DESCR. LOCATION	WF-9 80.5' Project #91-001-02 Wildflower	SAMPLED DATE TESTED SATURATED TE AT FIELD MOIST CONF. PRES. PS TEST TYPE	T. Yes
lnit. Ht. (in)	4.028	Init. Area (sq in) Strain Rate (in/mi	

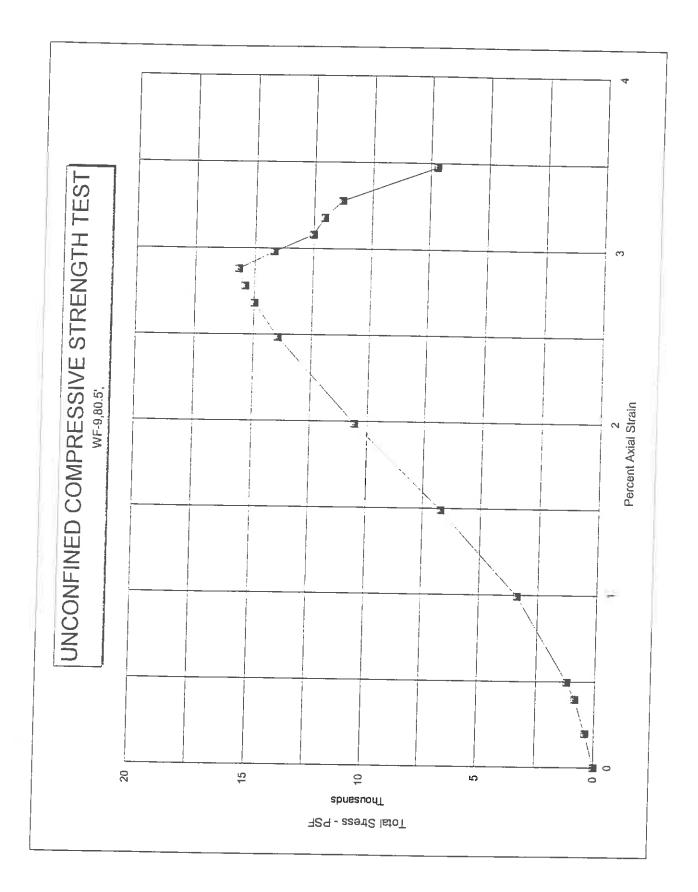
Axial Load Lbs.	Axial Load PSF	Deita Ht. Ín.	Axial % Strain	Area Final Sq In.	Dev. Stress PSF	Pore Pres. PSI	Delta Pres. PSF	Sigma 3 PSF	Sigma 1 PSF	Prin. Stress Ratio
0.0	0	0.000	0.00	3.702	0	0.00	0.0	0	0	0.00
10.0	389	0.008	0.20	3.709	388	0.00	0.0	0	388	0.00
22.0	856	0.016	0.40	3.717	852	0.00	0.0	0	852	0.00
31.0	1206	0.020	0.50	3.720	1200	0.00	0.0	0	1200	0.00
88.0	3423	0.040	0.99	3.739	3389	0.00	0.0	0	3389	0.00
175.0	6808	0.060	1.49	3.758	6706	0.00	0.0	0	6706	0.00
277.0	10775	0.080	1.99	3.777	10561	0.00	0.0	0	10561	0.00
368.0	14315	0.100	2.48	3.796	13960	0.00	0.0	0	13960	0.00
396.0	15405	0.108	2.68	3.804	14991	0.00	0.0	0	14991	0.00
407.0	15832	0.112	2.78	3.808	15392	0.00	0.0	0	15392	0.00
415.0	16144	0.116	2.88	3.812	15679	0.00	0.0	0	15679	0.00
376.0	14627	0.120	2.98	3.815	14191	0.00	0.0	Ō	14191	0.00
332.0	12915	0.124	3.08	3.819	12517	0.00	0.0	Ō	12517	0.00
320.0	12448	0.128	3.18	3.823	12053	0.00	0.0	Ō	12053	0.00
300.0	11670	0.132	3.28	3.827	11288	0.00	0.0	õ	11288	0.00
192.0	7469	0.140	3.48	3.835	7209	0.00	0.0	Ō	7209	0.00

Data entered **by:** SR Date: Data checked by:<u>Curl</u> Date: <u>3/19/09</u> FileName: WEX0805

03/18/2004

ADVANCED TERRA TESTING, INC.

Client Western Env. 3 Ecology Job No. 2576-02 Boring No. WF-9 Depth 20.5' Sample No Project Wildflower Sampled 2./20/01 by- Prepped 3./ 15704 by CL Project No.97-001-072	
UCS WE2596/WEDPWF9.PSP 03-18-04	



### UNCONFINED COMPRESSIVE STRENGTH TEST DATA

CLIENT	Western Environment & Ecology	JOB NO. 2596-	02
BORING NO. DEPTH SAMPLE NO. SOIL DESCR. LOCATION	WF-9 73.6 Project #91-001-02 Wildflower	SAMPLED DATE TESTED SATURATED TEST AT FIELD MOIST. CONF. PRES. PSF TEST TYPE	02-20-04 03-15-04 CAL No Yes 0 UCS
lnit. Ht. (in)	4.483	Init. Area (sq in) Strain Rate (in/min)	3.705 0.040

Axial Load Lbs.	Axial Load PSF	Delta Ht. In.	Axial % Strain	Area Final Sq In.	Dev. Stress PSF	Pore Pres. PSI	Delta Pres. PSF	Sigma 3 PSF	Sigma 1 PSF	Prin. Stress Ratio
0.0 22.0 53.0 109.0 191.0 317.0 500.0 531.0 537.0 545.0 574.0 584.0 593.0 548.0 524.0 487.0	0 855 2060 4236 7423 12320 19432 20637 20870 21181 22308 22697 23047 21298 20365 18927	0.000 0.020 0.040 0.060 0.100 0.120 0.124 0.132 0.132 0.136 0.140 0.143 0.148 0.152 0.156	0.00 0.45 0.89 1.34 1.78 2.23 2.68 2.77 2.86 2.94 3.03 3.12 3.19 3.30 3.39 3.48	3.705 3.722 3.739 3.755 3.773 3.790 3.807 3.811 3.814 3.818 3.821 3.825 3.827 3.832 3.835 3.835 3.839	0 851 2041 4180 7291 12045 18912 20066 20274 20557 21631 21988 22311 20595 19674 18268	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0		0 851 2041 4180 7291 12045 18912 20066 20274 20557 21631 21988 22311 20595 19674 18268	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
380.0	14769	0.160	3.57	3.842	14241	0.00	0.0	0	14241	0.00

Data entered by: SR Date: Data checked by: <u>Cet</u> Date: <u>3//9/04</u> FileName: WEXOWF9

03/17/2004

ADVANCED TERRA TESTING, INC.

## UNCONFINED COMPRESSIVE STRENGTH TEST DATA ASTM D 2166

CLIENT	Western E	nvironment & Ecology	JOB NO.	2596-02	
BORING N DEPTH SAMPLE N SOIL DESO LOCATION	NO. CR.	WF-9 73.6 Project #91-001-02 Wildflower	SAMPLED DATE TES SATURATI AT FIELD I CONF. PRI TEST TYPE	TED ED TEST MOIST. ES. PSF	02-20-04 03-15-04 CAL No Yes 0 UCS

MOISTURE/DENSITY	BEFORE
DATA	TEST
Wt. Soil + Moisture (g)	598.4
Wt. Wet Soil & Pan (g)	606.6
Wt. Dry Soil & Pan (g)	545.6
Wt. Lost Moisture (g)	61.0
Wt. of Pan Only (g)	8.2
Wt. of Dry Soil (g)	537.4
Moisture Content %	11.3
Wet Density PCF	137.2
Dry Density PCF	123.3
Init. Diameter (in)	2.172
Init. Area (sq in)	3.705
Init. Height (in)	4.483
Height to Diameter Ratio	2.064
Volume cu Ft.	0.00961

Notes & Comments:

Client Western Env. \$ Ewbgy Job No. 6595-02 
 July Sol, CS 75-02

 Barring Sol, M/E-7

 Denih

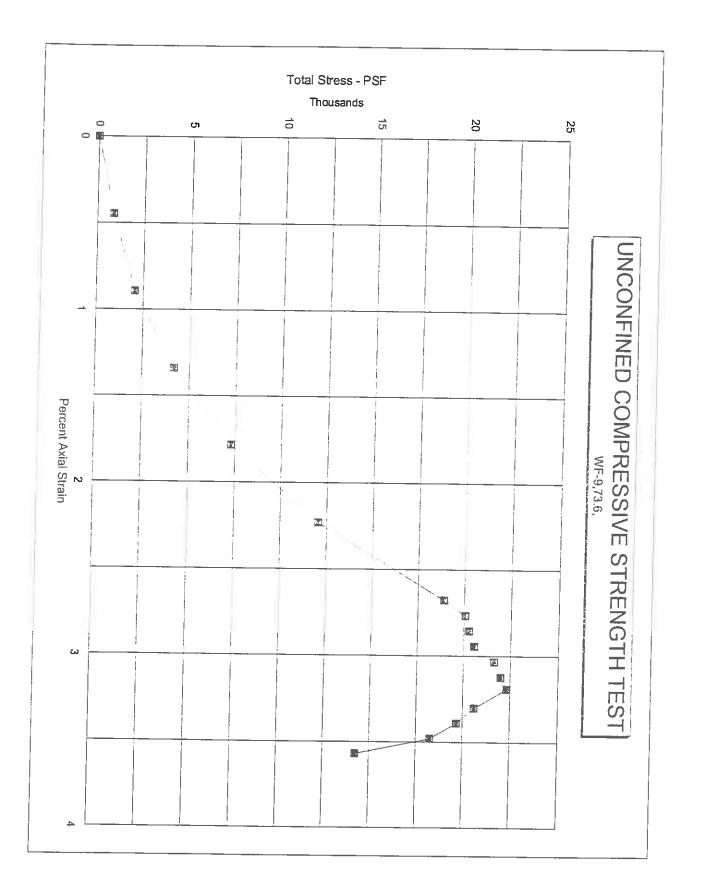
 Sampa Sol,

 Prove of Wild Flowler

 Samotel C TO 04 by

 Prove S 13 15 74 by 32

 Prove S 2 71-001-02
 103 WE2596/WEDP9736,PSP 03-18-04



### MOISTURE CONTENT & DENSITY ASTM D 2216 & 2937

BORING SAMPLE DEPTH         995         82.4         68.9         76.0           DATE SAMPLE DEPTH         995         82.4         68.9         76.0           DATE SAMPLE DO         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04         02.20-04	Moisture & Density Determinations ASTM D 2216 & D 2937 CLIENT: Western Enviroment & Ecology JOB NO.: 2596-02 LOCATION: Wildflower				
Sample Height (IN)         1.121         2.773         1.123         3.460           Sample Diameter (IN)         2.071         2.086         2.147         2.128           Wt of Wet Sail (GMs)         90.12         180.48         147.36         457.77           Sample Volume (CU Ft)         0.00219         0.00548         0.00235         0.00711           WET DENSITY (PCF)         90.9         72.5         138.1         142.0           DRY DENSITY (PCF)         73.7         55.4         125.1         129.9           MOISTURE DETERMINATIONS         76.64         145.75         137.21         426.66           Net Loss of Moisture (gms)         17.08         42.56         13.87         39.09           Wt. of Dry Soil (gms)         73.02         137.88         133.48         418.00           Moisture Content (%)         23.4         30.9         10.4         9.3           Test SaMPLE D         02-20-04         02-20-04         02-20-04         02-20-04           SAMPLE DEPTH         32.1         54.1         81.7         NOT           DATE ESAMPLED         02-20-04         02-20-04         02-20-04         02-20-04           Sample Volume (CU Fr)         0.00238         REQUESTED	BORING SAMPLE DEPTH SAMPLE NO. DATE SAMPLED DATE TESTED	89. WF-9 02-20-04	9 WF- 4 02-20-04	9 WF-1 4 02-20-04	WF-1 02-20-04
Wt. of Wet Soil & Dish (gms)       93.72       188.31       151.08       465.75         Wt. of Dry Soil & Dish (gms)       76.64       145.75       137.21       426.66         Net Loss of Moisture (gms)       3.62       7.87       3.73       8.06         Wt. of Dry Soil (gms)       73.02       137.88       133.48       418.60         Moisture Content (%)       23.4       30.9       10.4       9.3         Some Sample Content (%)         Some Sample Leperth         Some Sample Leperth       32.1       64.1       81.7         Some Sample Leperth       32.1       64.1       81.7         DATE SAMPLE DE       02-20-04       02-20-04       02-20-04         DATE SAMPLE DE       03-10-04 CRM       03-10-04 CRM       03-10-04 CRM         Sample Height (IN)       1.140         Sample Colume (CU Ft)         OLO220-04       02-20-04         OL-20-04 CRM       03-10-04 CRM         Sample Colume (CU Ft)       0.00238       REQUESTED         NOT       NOT         Sample Volume (CU Ft)       0.00238       REQUESTED       REQUESTED       REQ	Sample Height (IN) Sample Diameter (IN) Wt of Wet Soil (GMs) Sample Volume (CU Ft) WET DENSITY (PCF)	2.071 90.12 0.00219 90.9	2.086 180.48 0.00548 72.5	2.147 147.36 0.00235 138.1	2.126 457.77 0.00711 142.0
SAMPLE DEPTH       32.1       64.1       81.7         SAMPLE NO.       WF-9       WF-1       WF-1         DATE SAMPLED       02-20-04       02-20-04       02-20-04         DATE SAMPLED       03-10-04 CRM       03-10-04 CRM       03-10-04 CRM         SOIL DESCRIPTION       03-10-04 CRM       03-10-04 CRM       03-10-04 CRM         DENSITY DETERMINATIONS       1.140       DENSITY       DENSITY         Sample Diameter (IN)       1.140       NOT       NOT         Sample Volume (CU Ft)       0.00238       REQUESTED       NOT         WET DENSITY (PCF)       138.6       REQUESTED       REQUESTED         MOISTURE DETERMINATIONS       152.90       1126.70       687.59         Wt. of Dry Soil & Dish (gms)       135.71       981.05       598.13         Not fully Soil & Dish (gms)       135.77       15.08       15.22         Wt. of Dish (gms)       3.57       15.08       15.52         Wt. of Dry Soil (gms)       132.14       965.97       582.61         Moisture Content (%)       13.0       15.1       15.4         Data entered by:       SR       Date:       03/19/2004         Data checked by_H       SR       Date:       03/19/2004	Wt. of Wet Soil & Dish (gms) Wt. of Dry Soil & Dish (gms) Net Loss of Moisture (gms) Wt. of Dish (gms) Wt. of Dry Soil (gms)	76.64         145.75           17.08         42.56           3.62         7.87           73.02         137.88		137.21 13.87 3.73 133.48	426.66 39.09 8.06 418.60
Sample Height (IN)1.140Sample Diameter (IN)2.141DENSITYDENSITYWt of Wet Soil (GMs)149.35NOTNOTSample Volume (CU Ft)0.00238REQUESTEDREQUESTEDWET DENSITY (PCF)138.6DRY DENSITY (PCF)122.7126.70687.59Wt. of Wet Soil & Dish (gms)152.901126.70687.59Wt. of Dry Soil & Dish (gms)135.71981.05598.13Net Loss of Moisture (gms)17.19145.6589.46Wt. of Dry Soil (gms)3.5715.0815.52Wt. of Dry Soil (gms)132.14965.97582.61Moisture Content (%)13.015.115.4Data entered by:SRDate: 03/19/2004Data checked by:SRDate: 03/19/2004	SAMPLE DEPTH SAMPLE NO. DATE SAMPLED DATE TESTED	WF-9 02-20-04	WF-1 02-20-04	WF-1 02-20-04	
Wt. of Wet Soil & Dish (gms)       152.90       1126.70       687.59         Wt. of Dry Soil & Dish (gms)       135.71       981.05       598.13         Net Loss of Moisture (gms)       17.19       145.65       89.46         Wt. of Dish (gms)       3.57       15.08       15.52         Wt. of Dry Soil (gms)       132.14       965.97       582.61         Moisture Content (%)       13.0       15.1       15.4         Data entered by:       SR       Date:       03/19/2004         FileName:       Date:03/10/24       Date:       03/19/2004	Sample Height (IN) Sample Diameter (IN) Wt of Wet Soil (GMs) Sample Volume (CU Ft) WET DENSITY (PCF)	2.141 149.35 0.00238 138.6	NOT	NOT	
Data checked by: US Date: 03/19/2004	Wt. of Wet Soil & Dish (gms) Wt. of Dry Soil & Dish (gms) Net Loss of Moisture (gms) Wt. of Dish (gms) Wt. of Dry Soil (gms)	135.71 17.19 3.57 132.14	981.05 145.65 15.08 965.97	598.13 89.46 15.52 582.61	
	Data checked by	Date:03 20 04		03/19/2004	ESTING, INC.

ARMPS module build: 5.0.25 Project File: UnTitled Input Units: (ft) (psi)

{PROJECT TITLE} Wildflower Eureka

[PROJECT DESCRIPTION]

[DEVELOPMENT GEOMETRY PARAMETERS]
Entry Height
Depth of Cover
Crosscut Angle
School and the second s
Entry Width
Number of Entries
Crosscut Spacing
2-5-5-5-6-1-27 (ft)
Center to Center Distance #1 40 (ft)
Center to Center Distance #2 40 (10)
40 (tt)

[DEFAULT PARAMETERS] In Situ Coal Strength.

In Situ	Coal Strength
ANTE WET	gar of overburden.
Breadth	of AMZ
AMZ set	automatically

[RETREAT MINING PARAMETERS] Loading Condition.....

ACTT	クアーバンユー
Extend of Active Gob (f	1000
SALEHU OL ACTIVE BOD	4- 1
Sharmon Saul Da S	
Abutment Angle of Active Scb21 (	4 5 6 1
	asy/

ARMPS module build: 5.0.25 Project File: C:\Program Files\NIOSH\Analysis of Retreat Mining Pillar Stability\Wildflower Shamroc Input Units: (ft) (psi)

[PROJECT TITLE] Wildflower

[PROJECT DESCRIPTION]

#### [DEVELOPMENT GEOMETRY PARAMETERS] Entry Height......7 (ft) Crosscut Angle.....90 (deg)

[DEFAULT PARAMETERS]

[DEFAULT PARAMETERS]
In Situ Coal Strength
Unit Weight of Overburden
Unit Weight of Overburden.
Breadth of AMZ
AMZ set automatically

#### [RETREAT MINING PARAMETERS]

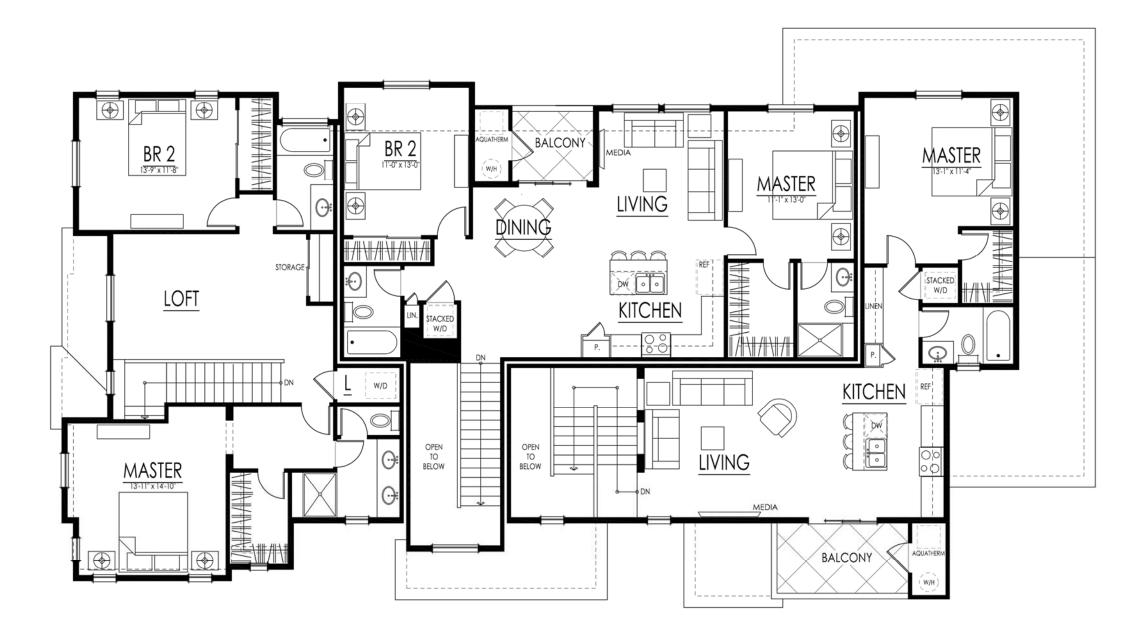
[RETREAT MINING PARAMETERS]	
Leading Condition	
Extend of Active Gob (LC)	
Abutment Angle of Active Gob	
ADULINGING IMAGNO OF INTERIO DE LA DECEMBRICA DE LA DECEM	



woodleyarchitecturalgroup,inc ::colorado:: 731 southpark dr. suite B / littleton, co 80120 / 303 683./231 / 303 683.2922 (fax) ::california:: 2943 pullman st. suite A / santa ana, ca 92705 / 949 553.8919 / 949 553.8909 4-UNIT BUILDING 1ST FLOOR PLAN A

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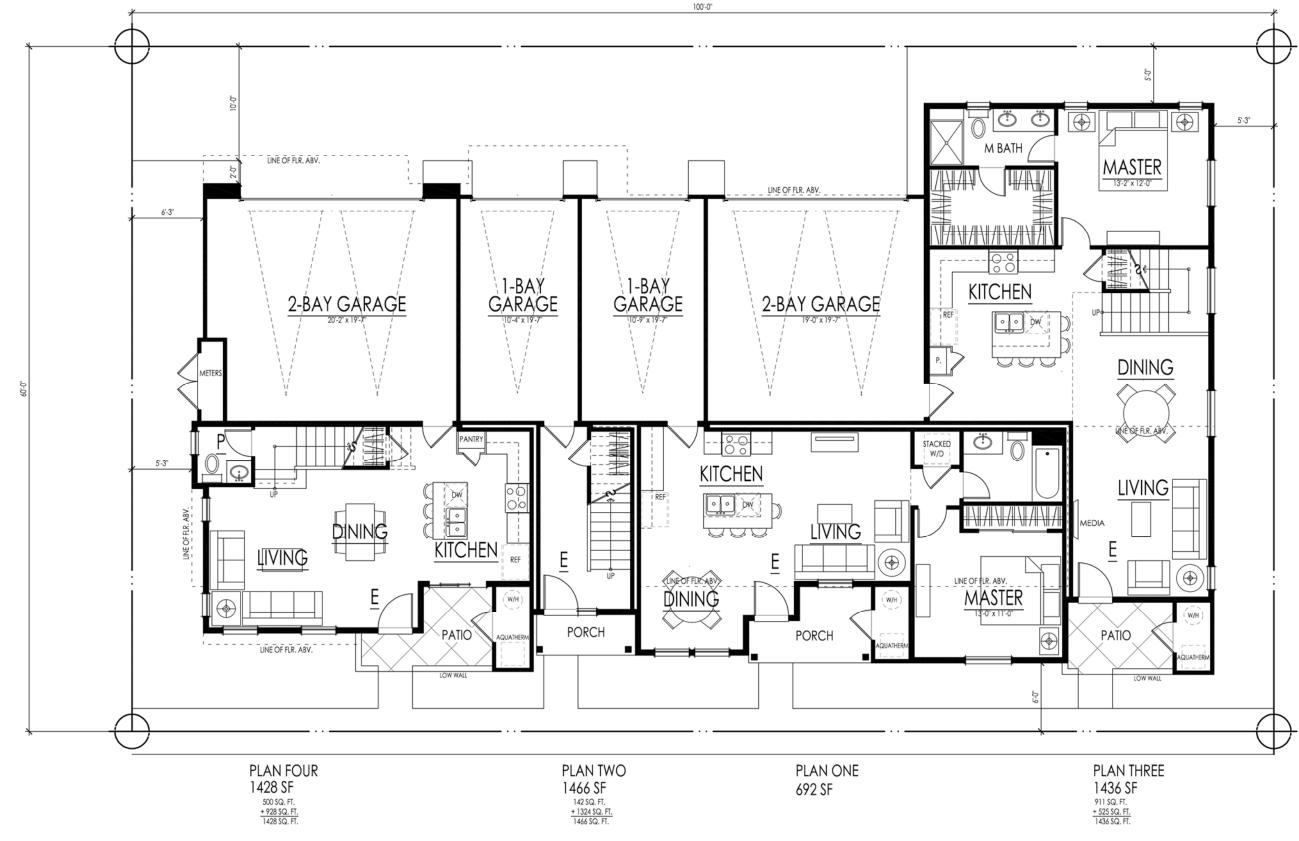
PLAN FOUR 928 SF PLAN TWO 969 SF PLAN ONE 713 SF



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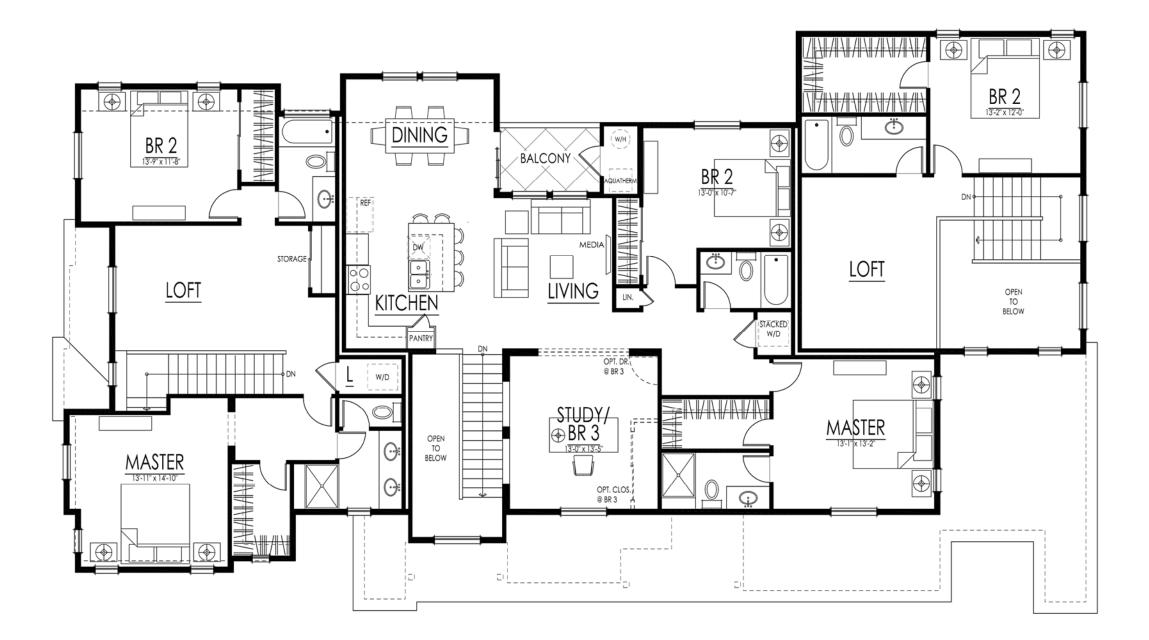


PLAN B



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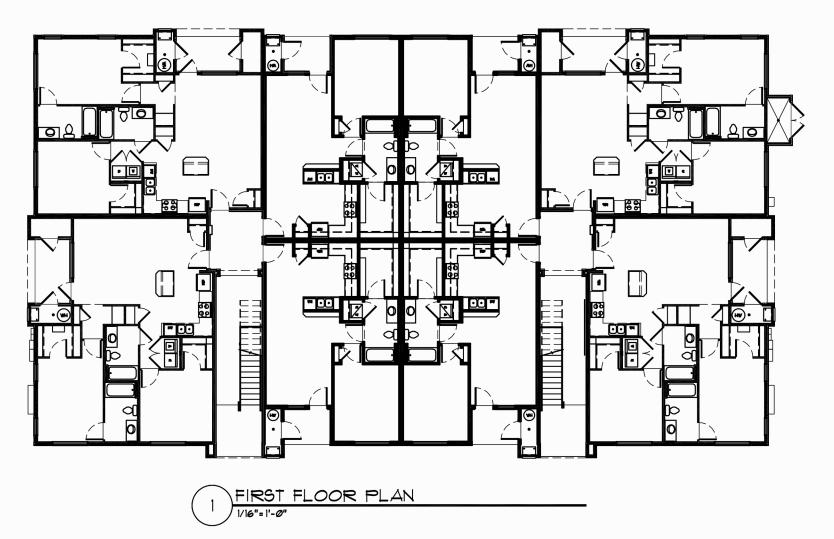
PLAN FOUR 928 SF PLAN TWO 1324 SF



PLAN THREE 525 SF



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Chartered Ranchwood 24-plex Typical Floorplan 8407 sf