



December 3, 2013

Division of Reclamation, Mining and Safety
1313 Sherman Street, Room 215
Denver, Colorado 80203

RE: Fremont Paving & Redi-Mix, Inc.
State Pit M-1990-112
Structure Agreements

Dear Mr. Cazier

Please accept the executed structure agreements from Colorado Interstate Gas and Black Hills Energy.

Please contact me directly at 719-275-8951 or eai@bresnan.net if you have any questions.

Respectfully requested,

Angela M. Bellantoni

Cc: John Paul Ary
Jordan Sasser
Steve Brown, Lafarge via email

Enclosures:
CIG Agreement
Black Hills Energy Agreement

RECEIVED

DEC 06 2013

Division of Reclamation,
Mining & Safety

Environmental Alternatives Inc.

1107 Main Street, Cañon City, CO 81212
www.entalternatives.com • e-mail: eai@bresnan.net
Phone: 719-275-8951 • Fax: 719-275-1715



105 S. Victoria Ave
Pueblo, CO 81003

Division of Reclamation, Mining and Safety
Department of Natural Resources
1313 Sherman Street, Room 215
Denver, Colorado 80203

RE: Fremont Paving & Redi-Mix, Inc. State Pit Gravel Mine, Pueblo County Colorado
Agreement to Allow Mining within 50 Feet of Structures Owned by Black Hills Energy

To Whom It May Concern:

The undersigned is an authorized representative of the entity identified below. Black Hills is aware of and understands the mine and reclamation operation for the subject property in the S ½ of Section 21, a portion of the N ½ of Section 21, a portion of the NW ¼ of Section 22 and the N ½ of Section 28 in Township 21 South, Range 63 West of the 6th Principal Meridian and have talked with a representative of Fremont Paving & Redi-Mix, Inc regarding these operations. Mining at this location will not occur within 50 feet of the electric power poles and line. Based on this, Black Hills does not object to the operations being proposed by Fremont Paving & Redi-Mix, Inc and have been assured by Fremont Paving & Redi-Mix, Inc that should any damage occur to our structures and improvements due to the proposed operations, Fremont Paving & Redi-Mix, Inc will fully repair any such damage at its expense or provide full compensation for any damage. Fremont Paving and Redi-Mix Inc must follow all safety regulations required by the federal Occupational Safety and Health Administration, the Federal Mining Safety and Health Administration, the current National Electric Safety Code, and any other governmental requirements in regards to proximity of operations, equipment, structures, and personnel to any power lines, supporting structures, or connected equipment. Fremont Paving & Redi-Mix will maintain reasonable access for Black Hills to its power line.

The signature of the Fremont Paving & Redi-Mix, Inc officer below and the undersigned's signature hereon confirm such agreement and repair/compensation obligations between the parties.

Undersigned:

Black Hills Energy

David Atwood

Director Electric Operation

Title

State of Colorado

County of Pueblo

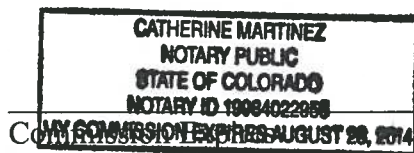


105 S. Victoria Ave
Pueblo, CO 81003

The foregoing instrument was acknowledged before me on 26th day of November 2013 by David Atwood of Black Hills Energy.

Witness by hand and official seal

Catherine Martinez
Notary Public



Fremont Paving & Redi-Mix, Inc

John Paul Ary

President
Title

State of Colorado

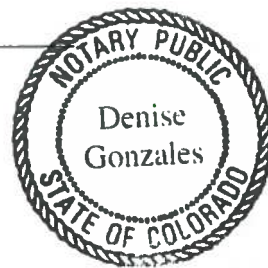
County of Fremont

The foregoing instrument was acknowledged before me on 3rd day of December 2013 by John P. Ary of Fremont Paving + Redi-Mix, Inc

Witness by hand and official seal

Denise Gonzales
Notary Public

2-14-2014
Commission Expires



Commission Expires 2-14-2014

November 25, 2013



Colorado Interstate
Gas Company, L.L.C.
a Kinder Morgan company

Fremont Paving & Redi-Mix, Inc.
839 MacKenzie Ave.
Canon City, CO 81212

Re: Consent to mine gravel within 200 feet of CIG's natural gas transmission pipeline loop (24B-16")
ROW under State Permit No. M-90-112, located in Section 21, NW¼ of Section 22,
and N½ of Section 28-21S-63W in Pueblo County, CO

Dear Mr. Ary,

Colorado Interstate Gas Company, L.L.C., ("CIG"), has recently been contacted regarding the proposed mining and reclamation work in the above described locations. CIG currently owns, operates, and maintains its 24B-16" CF&I – South Pueblo Lateral Loop high-pressure natural gas transmission pipeline which crosses the affected area. The Maximum Allowable Operating Pressure (MAOP) is 400 psig for this pipeline.

CIG's referenced pipeline traverses this area; however, if the following conditions are observed with regard to the pipeline and right of way, CIG has no objections to the mining and reclamation activities.

- 1) The mining operations will not encroach within fifty (50) feet of either side of CIG's pipeline facility. A minimum slope of 4:1 will be maintained as a back slope to the existing right of way easement from this time forward of the current operations.
- 2) The existing cover over the pipeline shall not be lowered.
- 3) Haul roads or equipment crossings over CIG's right of way easement may require an increase of the amount of cover over the pipeline. Should a road base be installed that would encroach on this cover, then an external stress analysis would need to be performed based on actual equipment loading information.
- 4) No seismic survey or blasting activity shall occur in the above described locations unless prior written consent is obtained from CIG.
- 5) No permanent structures are to be constructed within the 50 foot wide pipeline easement area without prior written consent from CIG.
- 6) Contact the Utility Notification Center of Colorado (1-800-922-1987) or call 811 at least 3 working days prior to the commencement of any mining activities on the property and such construction shall only be made when a representative of CIG is present at the time of mining activities.

RECEIVED

DEC 06 2013.

Division of Reclamation,
Mining & Safety

- 7) No work within CIG's 50 foot wide easement shall commence prior to consulting a CIG representative at an onsite meeting. Contact Bruce Jones at CIG's Devine Station, 37351 E. Highway 50, Pueblo, Colorado 81006 (719) 948-5263 to schedule the meeting.
- 8) Fremont Paving & Redi-Mix, Inc. shall be subject to the existing terms and conditions under the Right of Way Easement in Book 1278, Page 140 on September 7, 1955 in the Pueblo County Clerk & Recorder's Office.
- 9) Fremont Paving & Redi-Mix, Inc. shall use all reasonable means to prevent any loss or damage to CIG's pipeline resulting from the construction, modification, replacement, repair, operation, and maintenance of Fremont Paving & Redi-Mix, Inc.'s mining and reclamation activities. Any costs that CIG shall incur as a result of this project shall be fully and immediately reimbursable by Fremont Paving & Redi-Mix, Inc. (including, but not limited to corrosion ground bed or anode relocation and replacement).
- 10) Fremont Paving & Redi-Mix, Inc. agrees to indemnify and hold harmless CIG from any damage, loss of property, income, injury, or loss of life associated with the use, operation, and other activities over, under or across CIG's existing pipeline easement.

Please acknowledge receipt and acceptance of these terms conditions by completing the signature and date spaces below and returning a copy to this office. Thank you for your cooperation in this matter. If you have any questions, please feel free to contact me at (719) 520-4713.

Sincerely,



Stephen D. Bacon
Sr. Right of Way Agent
Colorado Interstate Gas Company, L.L.C.

Accepted and agreed to this 25th day of November, 2013.

FREMONT PAVING & REDI-MIX, INC.

By: 

Title: President

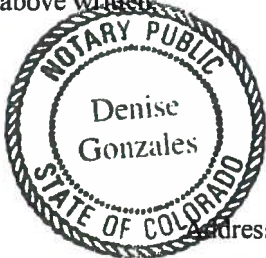
Cc: State of Colorado – Division of Minerals and Geology
Bruce Jones – CIG's Pueblo Division Operation's Manager

STATE OF COLORADO)
COUNTY OF Fremont) ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said County and State on this 25th day of November, 2013, personally appeared John P. Ary

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Denise Gonzales
Notary Public

Commission expires 2/14/2014
My Commission expires: 2-14-2014