

# **EASTERN COLORADO AGGREGATES, L.L.L.P.**

Main Office: P.O. Box 580 • Rye, CO 81069  
Phone: (719)489-3385 • Fax (719)489-2268

Plant: P. O. Box 307 • Holly, CO 81047  
Phone: (719)537-0117 • Fax (719)537-0115

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

February 27, 2015

Attention: Amy Eschberger

Reference: **Midwestern Farms, DRMS Permit No. M-1993-059**  
**Request for a Technical Revision**

**RECEIVED**  
FEB 27 2015  
DIVISION OF RECLAMATION  
MINING AND SAFETY

Dear Ms. Eschberger,

On April 24, 2014 you conducted an inspection of the Midwest Farms LLP gravel pit and documented several items that were in conflict with the approved mining and reclamation plans for the permitted site. One of the items in the report was an increase the required surety amount to \$1,583,000.00, an increase of \$864,248.00, which is more than a 100% increase. The Bond increase was posted on August 8, 2014. This letter is a Request for a Technical Revision to the reclamation plan to address the issues of the Colorado Parks & Wildlife recreation area, and the overall disturbed area. The following revisions are all part of this request.

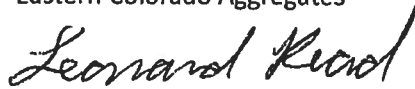
1. On May 1, 2008, Midwestern Farms entered into an agreement with the State of Colorado through the Department of Natural Resources for the use of the Division of Wildlife and Wildlife Commission, giving an easement to Department of Wildlife for access to the pond created by the mining operation for fishing and hunting. This agreement covers the ponds along the western and southern edges of the gravel pit in Phase 2, and the land between the pond and the southern border of the property for a distance of about 3/8 of a mile to allow hunting access to the riparian area along the Arkansas River. I have attached a copy of the executed agreement. Midwestern Farms requests that the postmining land use for this area be changed to recreational on the reclamation plan.
2. The original plan stated that a maximum of 141.8 acres would be disturbed at any one time. Currently there are 64.2 acres that have been reclaimed with a pending request for release from the permitted area once it is farmed, there are 90.1 acres of pond, and there are 232.7 acres of land which has been used for plants, stockpiles, and has been filled in with material that was not sold. The total of all of these areas is 387 acres. Therefor Midwestern Farms request that the maximum disturbed area be increased to 390 acres.

Currently there are no plans to continue mining the permitted site. The material in the stockpile will be removed by the contractor contracted with CDOT to construct the new railroad overpass on Hwy 50. Since there are no plans to continue mining the attached map only shows the requested revisions for the total disturbed area of 387 acres and the Colorado Parks & Wildlife pond, it also indicates the 64.2 acres to be released as it is farmed and reclassified as Dryland Farming.

As you are aware the owners of the land, the Colorado Division of Parks & Wildlife and Eastern Colorado Aggregates are in negotiations regarding the sale of part of the permitted area and the final reclamation plan which will work best for all parties involved. Once these negotiations have been finalized there will be an amended reclamation plan submitted to the DRMS which will take into account the items mentioned in this request along with fact that the majority of the permitted area was never disturbed. The amended plan will also take into account some of the needs of the Colorado Parks & Wildlife to help make the area, a friendlier habitat, for the wildlife.

Thank you for your consideration of this request.

Eastern Colorado Aggregates



Leonard Read





## COLORADO DIVISION OF RECLAMATION, MINING AND SAFETY

1313 Sherman Street, Room 215, Denver, Colorado 80203 ph(303) 866-3567

### REQUEST FOR TECHNICAL REVISION (TR) COVER SHEET

File No.: M- \_\_\_\_\_ Site Name: \_\_\_\_\_

County \_\_\_\_\_ TR# \_\_\_\_\_ (DRMS Use only)

Permittee: \_\_\_\_\_

Operator (If Other than Permittee): \_\_\_\_\_

Permittee Representative: \_\_\_\_\_

Please provide a brief description of the proposed revision: \_\_\_\_\_

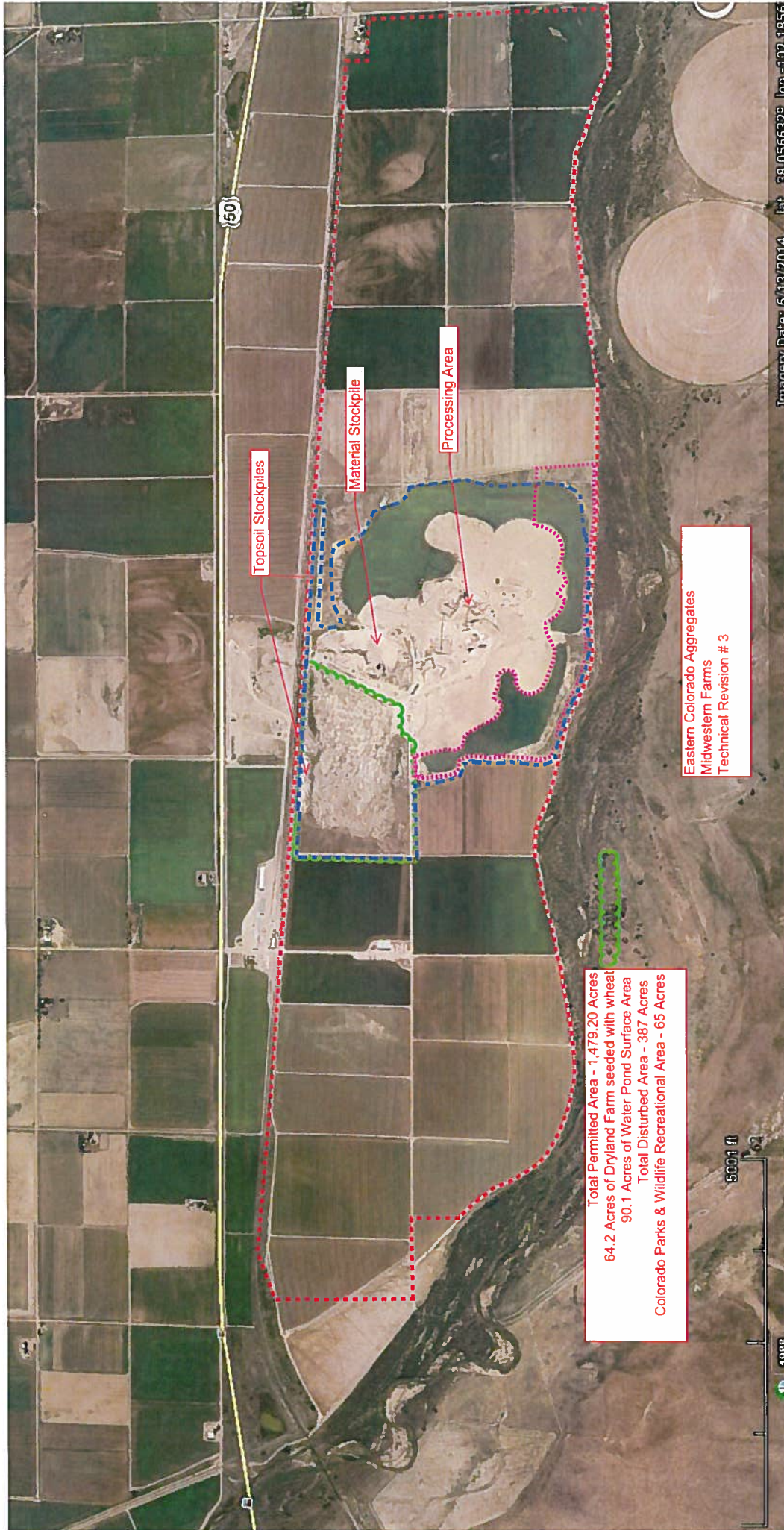
As defined by the Minerals Rules, a Technical Revision (TR) is: “a change in the permit or application which does not have more than a minor effect upon the approved or proposed Reclamation or Environmental Protection Plan.” The Division is charged with determining if the revision as submitted meets this definition. If the Division determines that the proposed revision is beyond the scope of a TR, the Division may require the submittal of a permit amendment to make the required or desired changes to the permit.

The request for a TR is not considered “filed for review” until the appropriate fee is received by the Division (as listed below by permit type). Please submit the appropriate fee with your request to expedite the review process. After the TR is submitted with the appropriate fee, the Division will determine if it is approvable within 30 days. If the Division requires additional information to approve a TR, you will be notified of specific deficiencies that will need to be addressed. If at the end of the 30 day review period there are still outstanding deficiencies, the Division must deny the TR unless the permittee requests additional time, in writing, to provide the required information.

There is no pre-defined format for the submittal of a TR; however, it is up to the permittee to provide sufficient information to the Division to approve the TR request, including updated mining and reclamation plan maps that accurately depict the changes proposed in the requested TR.

Required Fees for Technical Revision by Permit Type - Please mark the correct fee and submit it with your request for a Technical Revision.

<u>Permit Type</u>	<u>Required TR Fee</u>	<u>Submitted</u> (mark only one)
110c, 111, 112 construction materials, and 112 quarries	\$216	<input type="checkbox"/>
112 hard rock (not DMO)	\$175	<input type="checkbox"/>
110d, 112d(1, 2 or 3)	\$1006	<input type="checkbox"/>



Total Permitted Area - 1,479.20 Acres  
64.2 Acres of Dryland Farm seeded with wheat  
90.1 Acres of Water Pond Surface Area  
Total Disturbed Area - 387 Acres  
Colorado Parks & Wildlife Recreational Area - 65 Acres

Eastern Colorado Aggregates  
Midwestern Farms  
Technical Revision # 3

RECEIVED

FEB 27 2015

DIVISION OF RECLAMATION  
MINING AND SAFETY

# Midwestern Farms

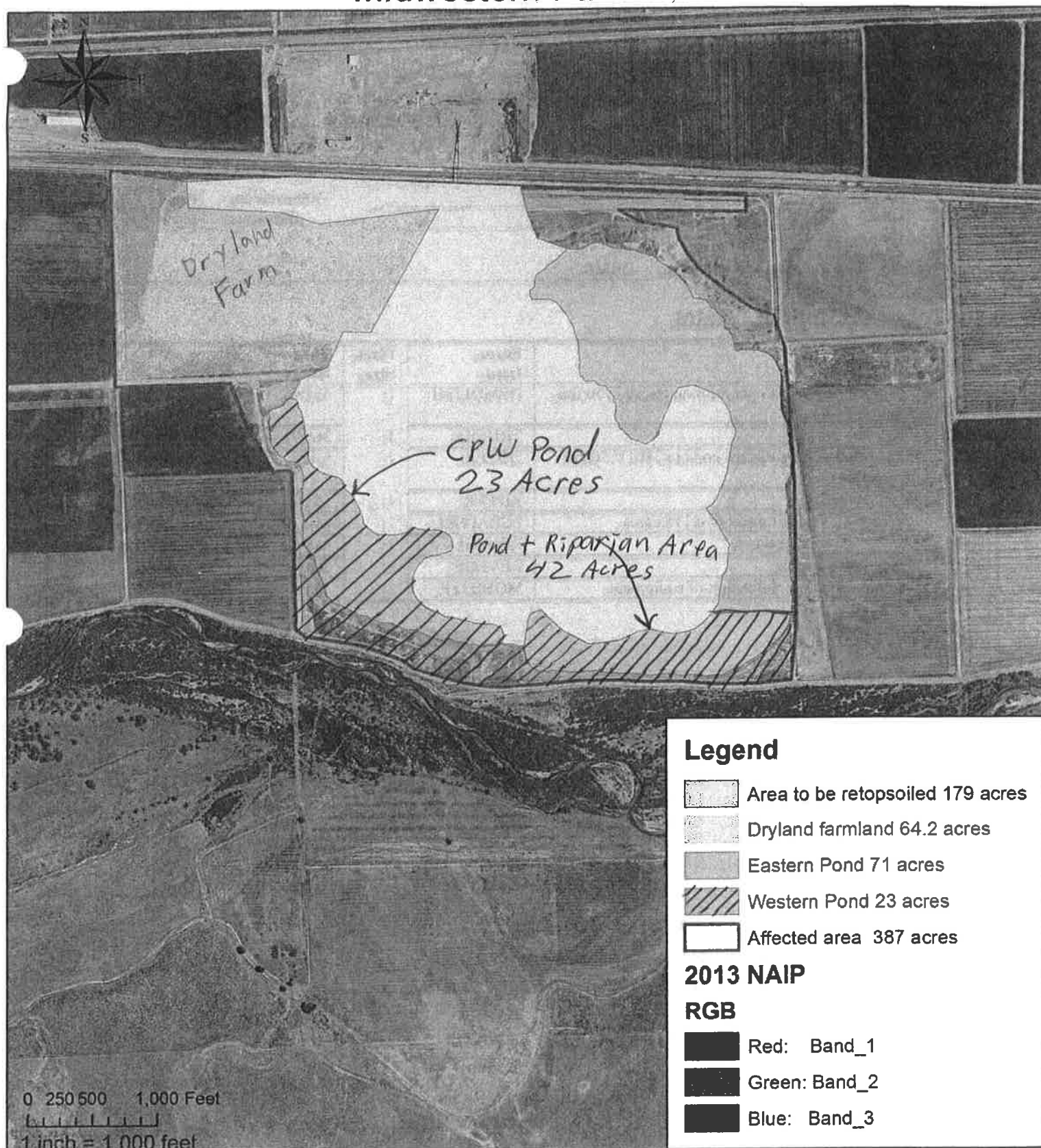


Figure 2. Aerial photograph of the Midwestern Farms site (DRMS File No. M-1993-059), showing the affected area, including the western pond, the eastern pond, the vegetated dryland farmland, and the area that will need to be retopsoiled for final reclamation.

2013

**FISHING AND HUNTING ACCESS EASEMENT IN GROSS**  
**(MidWestern)**

THIS FISHING AND HUNTING ACCESS EASEMENT IN GROSS (hereinafter referred to as the "Easement") is made and entered into this 1st day of May, 2008 (hereinafter the "Effective Date"), by and between MIDWESTERN FARMS, LLP, whose mailing address is P.O. Box 246, Wiley, Colorado 81092 (hereinafter referred to as "MidWestern Farms" or "Grantor") and the STATE OF COLORADO acting by and through the DEPARTMENT OF NATURAL RESOURCES, for the use and benefit of the DIVISION OF WILDLIFE and WILDLIFE COMMISSION, whose address is 6060 Broadway, Denver, Colorado 80216 (hereinafter referred to as "DOW," the "State," or "Grantee").

**RECITALS**

A. WHEREAS, MidWestern Farms is the owner of certain real property located in Prowers County, Colorado, the general location of which is described as follows:

Section 18, T23S, R42W, 6<sup>th</sup> P.M., at a point beginning at the west section line of said Section 18, south of the entry road and all lands along the south and west side of the gravel pit located thereon from a point beginning at the northern most parking area and extending south and east for approximately 3/8 of a mile to the eastern boundary as signed; and from the riparian area along the south section line of said section north a distance of 25ft as signed; to include access via the established road and parking areas.

(hereinafter the "Property"); and

B. WHEREAS, MidWestern Farms is in the process of excavating aggregate from the general area of the Property, which has resulted in the creation of a gravel pit, a portion of which has filled with water and is suitable for public fishing (hereinafter the "Gravel Pit"); and

C. WHEREAS, DOW is the owner of certain real property also located in Prowers County, Colorado that is immediately adjacent to a portion of the Property, the general location of which is in Township 23 South, Range 42 West, 6th P.M., Section 19 (hereinafter the "DOW's Property"); and

D. WHEREAS, the Parties intend pursuant to this Easement to grant to DOW certain rights to allow public access onto a portion of the Property and the Gravel Pit, and to facilitate public access to DOW's Property, which is presently land-locked; and

E. WHEREAS, as consideration for this Easement, the Parties intend to enter into another agreement contemporaneous with this Easement whereby DOW shall provide augmentation water to MidWestern Farms in order to satisfy MidWestern Farms' obligation to replace evaporative losses of water associated with the Gravel Pit (hereinafter the "Augmentation Water Agreement").

NOW, THEREFORE, for and in consideration of (a) the contemporaneous execution of the Augmentation Water Agreement, **See Exhibit A**, and (b) the mutual promises and covenants, terms, conditions, restrictions, and requirements contained herein, which are based upon the common law, Grantor does hereby grant, bargain, sell, and convey to Grantee a term Easement in Gross consisting of the rights hereinafter enumerated, over and across that certain real property situated in Prowers County, Colorado, more particularly described above as the Property and the Gravel Pit, subject to the terms and conditions set forth herein.

1. Purpose. The general purposes of this Easement are to provide for public access (i) to the Gravel Pit, (ii) to that portion of the Property riparian to the Arkansas River, and (iii) to DOW's Property.

2. Affirmative Rights Conveyed. To accomplish the purpose of this Easement, Grantee shall have the following rights on or in regard to the Property, subject to Grantee's available appropriations and personnel limits:

A. The exclusive right to access, enter, and use the Gravel Pit for the purposes of fishing and wildlife watching. This right shall be limited as follows:

(i) Fishing shall be limited to 3/8 mile of the southwest shore line on the Gravel Pit as designated.

(ii) No swimming, boating or floating devices will be allowed.

B. The exclusive right to access, enter, and use that portion of the Property riparian to the Arkansas River for the purpose of hunting and wildlife watching. This right shall be limited as follows:

(i) Archery and shotgun hunting shall be allowed annually from September 1 through the last day of the extended waterfowl seasons, and then again in the spring for the limited turkey hunting season.

(ii) Within 25 feet of the riparian area along the south boundary of Section 18, Township 23 South, Range 42 West, 6<sup>th</sup> P.M.

The above rights shall include the authority for Grantee to allow, regulate, administer, control, and even prohibit the public's access to and use of the Property for the purposes of fishing, hunting, and wildlife watching. These rights shall include the right to charge a monetary fee to the public for access to the Property. In regard to public access, the following shall apply:

(i) Except for the Parking Lots and Access Roads provided for below, public access to and use of the Property shall be restricted to foot and personal mobility assistance machines, such as wheelchairs, strollers, and similar devices.

- (ii) No camping or campfires shall be allowed by the public.
- (iii) Access by the public shall only be allowed one (1) hour before sunrise to one (1) hour after sunset.

C. The exclusive right to stock, control, and manipulate in all respects fish and other aquatic wildlife in the Gravel Pit. Such manipulation and control shall include, but not be limited to, the trapping or exterminating of all types of fish and aquatic wildlife, and the stocking and releasing of fish and aquatic wildlife.

D. The right to build, maintain, and repair two (2) parking lots for use by the public to be located on the Property (hereinafter the "**Parking Lots**"), and to install and maintain all stiles, fences, and other barriers deemed necessary by the Grantee to control public access.

E. If such do not yet exist, the right to build, maintain, and repair access roads for the purposes of connecting the Parking Lots to Prowers County Road 30.5. If such roads do exist, then the State shall have the right to maintain and repair them to the extent deemed necessary by the State in order to facilitate public access.

F. The right, but not the obligation, to building restrooms and other sanitary facilities, such as trash receptacles.

G. The right to remove material that Grantee believes to be trash, litter, garbage, or junk that has been dumped, abandoned, or otherwise deposited on the Property.

H. The right to build, install, maintain, repair, and replace signs anywhere on the Property in order to inform the public regarding what uses of the Property are permitted and prohibited, and to provide information about public safety, ownership, management, and interpretation of the Property. This right shall include, but not be limited to, the right to post signs advertising the Property to be a designated "State Wildlife Area."

I. The State agrees to conduct its operations on the Property and the Gravel Pit in such a manner as will not interfere with the Grantor's operation, maintenance, and use of the Property as a gravel mining operation.

J. The Division shall not sublet any part of the Property nor assign this Easement or any portion thereof without the prior written consent of Grantor, and at the expiration of the term hereof, the State shall surrender and deliver up the Property in as good order and condition as now exists; loss by fire, inevitable accident, act of God, and ordinary wear and tear excepted.

3. Enforcement. The Grantee shall patrol the Property for compliance with the terms of this Easement and applicable fishing and hunting statutes and regulations at times as determined by Division of Wildlife law enforcement officers, as staff resources will permit.

4. Public Recreational Act. The parties acknowledge that the Grantor enjoys significant limitation on its potential liability which may arise from use of the Property and the Gravel Pit by members of the public for public recreational purposes pursuant to the provisions of Article 41 of Title 33, C.R.S., as may be amended.

5. Grantee Liability Exposure. Notwithstanding any other provision of this Easement to the contrary, no term or condition of this Easement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protection provided to the Grantee under the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The Parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of §§ 24-10-101, et seq., C.R.S., as amended or as may be amended, and §§ 24-30-1501, et seq., C.R.S., as amended or as may be amended. Any provision of this Easement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the Grantee to the above-cited laws.

6. Term. The term of this Easement shall be for five (5) years, starting on the Effective Date of this Easement.

7. Linkage with the Augmentation Water Agreement. If for any reason the State defaults on the terms of the Augmentation Water Agreement, then this Easement shall automatically terminate, and MidWestern Farms shall no longer be obligated to provide any access to its Property, including the Gravel Pit.

8. Relinquishment at Termination. At the termination of this Easement, all rights of access and use provided under this Easement shall revert back to MidWestern Farms, and any use of the Property (including the Gravel Pit) by the public or DOW shall cease.

9. Amendments. This Easement may only be amended by written agreement executed by all Parties hereto.

10. Captions. The captions used in this Easement are for convenience only and shall not limit the meaning of the language contained herein.

11. Succession. The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties.

12. Special Provisions. MidWestern Farms and the State further agree to the covenants and conditions as set below.

(a) The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by

reference which provides for arbitration by any judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

(b) The signatories hereto aver that they are familiar with C.R.S. 18-8-301, et. seq., (Bribery and Corrupt Influences) and C.R.S. 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

(c) The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

13. Notices. All notices required or provided for in this Easement shall be mailed to the other party at its official address, United States mail, postage prepaid. For the purposes of this agreement, the official addresses of the parties shall be:

*If to the State*  
Division of Wildlife  
Real Estate Unit  
6060 Broadway  
Denver, CO 80216

*If to MidWestern Farms*  
Attn: George H. Tempel  
P.O. Box 246  
Wiley, CO 81092

Either party may change its official address by giving notice of such change to the other party as provided for above. Except as may otherwise be provided herein, all notices shall be effective upon receipt.

14. Entire Understanding. This Easement constitutes the entire understanding of the parties and there are no other provisions other than set forth above and any changes in this Easement shall be made in writing and signed by both MidWestern Farms and the State in accordance with required contracting procedures before the same shall be effective.

15. Compliance with Civil Rights Act. The undersigned is subject to Title VI of the Civil rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the undersigned on the basis of race, color, national origin, age, sex (in education activities) or disability.

16. Landowner Preference for Hunting. Grantor shall not be entitled to claim ownership of the Property for use in any landowner preference for hunting licenses pursuant to

§ 33-4-103, C.R.S., as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted).

17. Condemnation. If the Property shall be taken by right of eminent domain, in whole or in part, for public purposes, then this Easement shall forthwith cease and terminate, and in such event the entire damages which may be awarded for such taking shall be awarded to the Grantor.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above written.

**GRANTOR:**

**MIDWESTERN FARMS, LLC**

By George H. Tempel  
George H. Tempel

Title: General Partner

STATE OF COLORADO )  
COUNTY OF Prowers ) ss.

The foregoing instrument was acknowledged before me the 7<sup>th</sup> day of April 2008, by George H. Tempel, on behalf of the Grantor.

Witness my hand and official seal.

(Seal)



Diane Dulac  
NOTARY PUBLIC

GRANTEE:

STATE OF COLORADO

~~Bill Owens, Governor~~

Bill Ritter, Jr.

By

Title Assistant Director

Division of Wildlife for the  
Executive Director of the  
Department of Natural Resources  
And on behalf of the  
Colorado Wildlife Commission

The foregoing instrument was acknowledged before me the 30<sup>th</sup> day of  
April 2008, by Jeffrey M. Ver Steeg,  
acting on behalf of the State of Colorado, Department of Natural Resources, benefiting the  
Division of Wildlife and Wildlife Commission, Grantee.

Witness my hand and official seal.

Larry Rose  
NOTARY PUBLIC

(Seal)

Nrbw10489.doc

My Commission Expires 11-28, 2009

## **AGREEMENT TO PROVIDE AUGMENTATION WATER**

This AGREEMENT TO PROVIDE AUGMENTATION WATER (hereinafter "**Agreement**") is made and entered into this 1st day of May, 2008 (hereinafter the "**Effective Date**"), by and between the **STATE OF COLORADO** acting by and through the **DEPARTMENT OF NATURAL RESOURCES**, for the use and benefit of the **DIVISION OF WILDLIFE and WILDLIFE COMMISSION**, whose address is 6060 Broadway, Denver, Colorado 80216 (hereinafter referred to as "**DOW**" or the "**State**"), and **MIDWESTERN FARMS, L.P.**, whose mailing address is P.O. Box 246, Wiley, Colorado 81092 (hereinafter referred to as "**MidWestern Farms**").

### **RECITALS**

A. WHEREAS, MidWestern Farms is the owner of certain real property located in Prowers County, Colorado, the general location of which is described as follows:

**Township 23 South, Range 43 West, 6th P.M.:** Section 13

**Township 23 South, Range 42 West, 6th P.M.:** Section 18

(hereinafter the "**Property**"); and

B. WHEREAS, MidWestern Farms is in the process of excavating aggregate from the Property, which will result in the creation of a gravel pit that will expose to the atmosphere ground water tributary to the Arkansas River (hereinafter the "**Gravel Pit**"); and

C. WHEREAS, MidWestern Farms will be required by law to replace to the Arkansas River the evaporative losses of water associated with the Gravel Pit; and

D. WHEREAS, the State owns certain rights to fully consumable water to be delivered and managed by the Lower Arkansas Water Management Association ("**LAWMA**") to the Arkansas River that could be used to satisfy MidWestern Farms' obligation to replace evaporative losses of water associated with the Gravel Pit (hereinafter "**DOW LAWMA Water**"); and

E. WHEREAS, the Parties intend to enter into another agreement contemporaneous with this Agreement whereby MidWestern Farms shall grant to DOW certain access rights to a portion of the Property (hereinafter the "**Access Agreement**") in consideration for DOW providing some of the DOW LAWMA Water to MidWestern Farms in order to satisfy MidWestern Farms' obligation to replace evaporative losses of water associated with the Gravel Pit; and

F. WHEREAS, pursuant to the terms of this Agreement, DOW shall provide some of the DOW LAWMA Water to MidWestern Farms for the purposes mentioned above.

NOW, THEREFORE, for and in consideration of (a) the contemporaneous execution of the Access Agreement, **See Exhibit A**, and (b) the mutual promises and covenants, terms, conditions, restrictions, and requirements contained herein, the Parties mutually agree as follows:

1. **DOW to provide some of DOW LAWMA Water.** Pursuant to the terms of this Agreement, DOW shall annually provide 100 acre feet of fully consumable water to MidWestern Farms out of the DOW LAWMA Water for use to augment the evaporative losses resulting from the Gravel Pit (hereinafter the **"First Augmentation Water"**).

2. **Option for more of DOW LAWMA Water.** At any time during the term of this Agreement, MidWestern Farms shall have the right to annually lease up to an additional 50 acre feet of fully consumable water out of the DOW LAWMA Water for use to augment the evaporative losses resulting from the Gravel Pit (hereinafter the **"Second Augmentation Water"**). In order to exercise this right, MidWestern Farms shall notify LAWMA by February 1 of that year of the amount of Second Augmentation Water it intends to lease, and provide payment by February 20 of that year to LAWMA, to be credited by LAWMA to DOW, in the amount determined by LAWMA to be the fair market value per share that year required to provide the equivalent acre feet of Second Augmentation Water to be leased to MidWestern Farms. LAWMA and DOW entered into an agreement on August 2, 2000, that provides for LAWMA's management of DOW's LAWMA Water, which shall serve as the means to implement this aspect of the Agreement between DOW and MidWestern Farms.

3. **Further Conditions.** Any Augmentation Water delivered pursuant to this Agreement shall be delivered to the Arkansas River at a rate to be determined by MidWestern Farms, provided that LAWMA is able and willing to provide for such rate of delivery. Furthermore, the Augmentation Water shall be delivered to the Arkansas River at a place convenient for LAWMA and DOW, and any loss of augmentation water credit associated with transportation of the Augmentation Water to the required augmentation location shall be born by MidWestern Farms. This Agreement is expressly contingent upon the physical and legal availability of the DOW LAWMA Water for the purposes of this Agreement.

4. **Term.** The term of this Agreement shall be for five (5) years, starting on the Effective Date of this Agreement.

5. **Linkage with the Access Agreement.** If for any reason MidWestern Farms defaults on the terms of the Access Agreement, then this Agreement shall automatically terminate, and DOW shall no longer be obligated to provide for the delivery of any Augmentation Water to MidWestern Farms.

6. **Relinquishment at Termination.** At the termination of this Agreement, the right to use and direct the use of the DOW LAWMA Water shall revert back to the State, and any use of said water for augmentation purposes for the Gravel Pit shall cease. Under no circumstances shall anything in the Agreement be construed as committing or obligating use of the DOW LAWMA Water, or any other water owned by the State, for use after termination of this Agreement to augment the Gravel Pit.

7. **Amendments.** This Agreement may only be amended by written agreement executed by all Parties hereto.

8. **Captions.** The captions used in this Agreement are for convenience only and shall not limit the meaning of the language contained herein.

9. **Succession.** The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties.

10. **Special Provisions.** MidWestern Farms and the State further agree to the covenants and conditions as set below.

(a) The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by any judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

(b) The signatories hereto aver that they are familiar with C.R.S. 18-8-301, et. seq., (Bribery and Corrupt Influences) and C.R.S. 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

(c) The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

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*If to the State*  
Division of Wildlife  
Real Estate Unit  
6060 Broadway  
Denver, CO 80216

*If to MidWestern Farms*  
Attn: George H. Tempel  
P.O. Box 246  
Wiley, CO 81092

Either party may change its official address by giving notice of such change to the other party as provided for above. Except as may otherwise be provided herein, all notices shall be effective upon receipt.

12. **Entire Understanding.** This Agreement constitutes the entire understanding of the parties and there are no other provisions other than set forth above and any changes in this Agreement shall be made in writing and signed by both MidWestern Farms and the State in accordance with required contracting procedures before the same shall be effective.

13. **Compliance with Civil Rights Act.** The undersigned is subject to Title VI of the Civil rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the undersigned on the basis of race, color, national origin, age, sex (in education activities) or disability.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above written.

**STATE OF COLORADO**

~~Bill Owens, Governor~~

Bill Ritter, Jr.

By

Title

Assistant Director

Division of Wildlife for the  
Executive Director of the  
Department of Natural Resources  
And on behalf of the  
Colorado Wildlife Commission

**MIDWESTERN FARMS, LLC**

By

George H. Tempel

**STATE OF COLORADO**

COUNTY OF

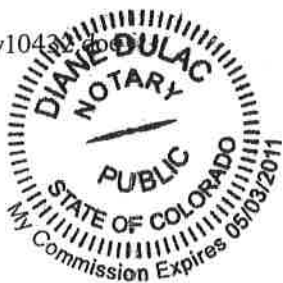
Prairie

Title: General Partner

The foregoing instrument was acknowledged before me the 7<sup>th</sup> day of April 2008, by George H. Tempel, on behalf of MidWestern Farms.

Nrbw104

Witness my hand and official seal.



Diane Dulac  
NOTARY PUBLIC

EASTERN COLORADO AGGREGATES LLP

32340 US HWY 50  
HOLLY, CO 81047

71-1212-712

304

7-31-14

date

\$ 216.<sup>00</sup>

Pay to the order of Colo. Div. of Reclamation

Two hundred sixteen & no/100

MP

MP

**Source**  
**Bank**

P.O. BOX 1892  
SOUTH BEND, INDIANA 46834

for Tech Rev. m-1993-059

⑆0712121281⑆ 140 163 711 0304

*[Signature]*