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# STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY  
Department of Natural Resources

1313 Sherman St., Room 215  
Denver, Colorado 80203  
Phone: (303) 866-3567  
FAX: (303) 832-8106

RECEIVED

MAR 22 2016

DIVISION OF RECLAMATION  
MINING AND SAFETY



## CONSTRUCTION MATERIALS

### LIMITED IMPACT (110) OPERATION

### RECLAMATION PERMIT APPLICATION FORM

CHECK ONE: ☐ There is a File Number Already Assigned to this Operation  
Permit # **M-2016-018** Please reference the file number currently assigned to this operation  
☒ New Application (Rule 1.4.5) ☐ Amendment Application (Rule 1.10)  
☐ Conversion Application (Rule 1.11)  
Permit # M -        -        -        (provide for Amendments and Conversions of existing permits)

The application for a Construction Materials Limited Impact (110) Operation Reclamation Permit contains three major parts: (1) the application form; (2) Exhibits A-J, Exhibit L, Addendum 1, any sections of Exhibit 6.5 and Geotechnical Stability Exhibit, as required by the Office, and outlined in Rules 6.1, 6.2, 6.3, 6.5, and 1.6.2(1)(b); and (3) the application fee. When you submit your application, be sure to include one (1) complete signed and notarized ORIGINAL and one (1) copy of the completed application form, two (2) copies of Exhibits A-J, Exhibit L, Addendum 1, and appropriate sections of 6.5 (Geotechnical Stability Exhibit), as required, and a check for the application fee described under (4) below. Exhibits should NOT be bound or in a 3-ring binder; maps should be folded to 8 1/2" X 11" or 8 1/2" X 14" size. To expedite processing, please provide the information in the format and order described in this form.

## GENERAL OPERATION INFORMATION

Type or print clearly, in the space provided, ALL information described below.

1. **Applicant/operator or company name (name to be used on permit):** Town of LaVeta
  - 1.1 Type of organization (corporation, partnership, etc.): Government
2. **Operation name (pit, mine or site name):** LaVeta Town Gravel Pit
3. **Permitted acreage (new or existing site):** 9.75 permitted acres
  - 3.1 Change in acreage (+) \_\_\_\_\_ acres
  - 3.2 Total Acreage in Permit Area \_\_\_\_\_ acres
4. **Fees:**
  - 4.1 New Application: \$1258.00 application fee ✓  
Amendment Fee (C.R.S. 34-32.5-125(II)): \$827.00 application fee
5. **Primary commodity(ies) to be mined:** Sand - Gravel - Road Base
  - 5.1 Incidental commodity(ies) to be mined: 1. 0 / lbs/Tons/yr 2. 0 / lbs/Tons/yr 3. 0 / lbs/Tons/yr  
4. 0 / lbs/Tons/yr 5. 0 / lbs/Tons/yr
  - 5.2 Anticipated end use of primary commodity(ies) to be mined: LaVeta Town Roads  
Anticipated end use of incidental commodity(ies) to be mined: N/A

11. Correspondence Information:

APPLICANT/OPERATOR (name, address, and phone of name to be used on permit)

Contact's Name: Douglas R. Brgach Title: Mayor  
Company Name: Town of LaVeta  
Street/P.O. Box: PO Box 174-111 W. Moore P.O. Box: \_\_\_\_\_  
City: LaVeta  
State: Co Zip Code: 81055  
Telephone Number: ( 719 ) - 742-3631  
Fax Number: ( 719 ) - 742-5420

PERMITTING CONTACT (if different from applicant/operator above)

Contact's Name: Laurie L. Erwin Title: Town Clerk  
Company Name: Town of LaVeta  
Street/P.O. Box: 111 W. Moore Ave P.O. Box: 174  
City: LaVeta  
State: Co Zip Code: 81055  
Telephone Number: ( 719 ) - 742-3631  
Fax Number: ( 719 ) - 742-5420

INSPECTION CONTACT

Contact's Name: Laurie L. Erwin Title: Town Clerk  
Company Name: Town of LaVeta  
Street/P.O. Box: 111 W. Moore Ave P.O. Box: 174  
City: LaVeta  
State: Co Zip Code: 81055  
Telephone Number: ( 719 ) - 742-3631  
Fax Number: ( 719 ) - 742-5420

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: N/A  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: ( \_\_\_\_\_ ) - \_\_\_\_\_

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: N/A  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: ( \_\_\_\_\_ ) - \_\_\_\_\_

7. **Name of owner of the subsurface rights of affected land:** Jeremiah Mason

8. **Name of owner of the surface of affected land:** Jeremiah Mason

9. **Type of mining operation:** ☒ Surface ☐ Underground ☐ In-situ

10. **Location information:** The center of the area where the majority of mining will occur:

COUNTY: Huerfano

PRINCIPAL MERIDIAN (check one): ☒ 6th (Colorado) ☐ 10th (New Mexico) ☐ Ute

SECTION (write number): S 7

TOWNSHIP (write number and check direction): T 29 ☐ North ☐ South

RANGE (write number and check direction): R 68 ☐ East ☒ West

QUARTER SECTION (check one): ☒ NE ☐ NW ☐ SE ☐ SW

QUARTER/QUARTER SECTION (check one): ☐ NE ☐ NW ☒ SE ☐ SW

GENERAL DESCRIPTION: (the number of miles and direction from the nearest town and the approximate elevation):

1315 County Road 451, La Veta, Colorado - Lot 2 - Huerfano County  
Alta Vista

11. **Primary Mine Entrance Location** (report in either Latitude/Longitude **OR** UTM):

Latitude/Longitude:

Example: (N) 39° 44' 12.98"  
(W) 104° 59' 3.87"

Latitude (N): deg 37° min 32' sec 29.112" (2 decimal places)

Longitude (W): deg 105° min 02' sec 05.919" (2 decimal places)

OR

Example: (N) 39.73691°  
(W) -104.98449°

Latitude (N) \_\_\_\_\_ (5 decimal places)

Longitude (W) \_\_\_\_\_ (5 decimal places)

OR

Universal Transverse Mercator (UTM)

Example: 201336.3 E NAD27 Zone 13  
4398351.2 N

UTM Datum (specify NAD27, NAD83 or WGS 84) NAD83 Zone 13

Easting \_\_\_\_\_

Northing \_\_\_\_\_

12. **Primary future (Post-mining) land use (check one):**

<input type="checkbox"/>	Cropland(CR)	<input type="checkbox"/>	Pastureland(PL)	<input type="checkbox"/>	General Agriculture(GA)
<input checked="" type="checkbox"/>	Rangeland(RL)	<input type="checkbox"/>	Forestry(FR)	<input type="checkbox"/>	Wildlife Habitat(WL)
<input type="checkbox"/>	Residential(RS)	<input type="checkbox"/>	Recreation(RC)	<input type="checkbox"/>	Industrial/Commercial(IC)
<input type="checkbox"/>	Developed Water Resources(WR)			<input type="checkbox"/>	Solid Waste Disposal(WD)

13. **Primary present land use (check one):**

<input type="checkbox"/>	Cropland(CR)	<input type="checkbox"/>	Pastureland(PL)	<input type="checkbox"/>	General Agriculture(GA)
<input checked="" type="checkbox"/>	Rangeland(RL)	<input type="checkbox"/>	Forestry(FR)	<input type="checkbox"/>	Wildlife Habitat(WL)
<input type="checkbox"/>	Residential(RS)	<input type="checkbox"/>	Recreation(RC)	<input type="checkbox"/>	Industrial/Commercial(IC)
<input type="checkbox"/>	Developed Water Resources (WR)			<input type="checkbox"/>	Mining (MN)

14. If this operation will use designated chemicals, or will result, or presently has acid mine drainage - you cannot use this application form. You must submit either a 110d or 112d application form for Designated Mining Operations. In either case, you must list any acidic or toxic-forming materials, exposed or disturbed as a result of the mining operation, and whether the operation will result in or presently has acid mine drainage:

N/A

15. **Description of Amendment or Conversion:**

If you are amending or converting an existing operation, provide a brief narrative describing the proposed change(s):

N/A

**Maps & Exhibits:**

Submit two (2) complete, unbound copies of the following application exhibits:

- 6.3.1 EXHIBIT A - Legal Description and Location Map
- 6.3.2 EXHIBIT B - Site Description
- 6.3.3 EXHIBIT C - Mining Plan
- 6.3.4 EXHIBIT D - Reclamation Plan
- 6.3.5 EXHIBIT E - Maps, to include the location of any recorded easements
- 6.3.6 EXHIBIT F - List of Other Permits and Licenses Required
- 6.3.7 EXHIBIT G - Source of Legal Right-to-Enter
- 6.3.8 EXHIBIT H - Municipalities Within a Two-mile Radius
- 6.3.9 EXHIBIT I - Proof of Filing with County Clerk
- 6.3.10 EXHIBIT J - Proof of Mailing Notices of Permit Application
- 6.3.12 EXHIBIT L - Permanent Man-Made Structures
- 1.6.2(1)(b) ADDENDUM 1 - Notice Requirements (sample enclosed)
- 6.5 Geotechnical Stability Exhibit (as required)



**Responsibilities as a Permittee:**

Upon application approval and permit issuance, this application becomes a legally binding document. Therefore, there are a number of important requirements which you, as a permittee, should fully understand. These requirements are listed below. Please read and initial each requirement, in the space provided, to acknowledge that you understand your obligations. If you do not understand these obligations then please contact this Office for a full explanation.

DB

1. Your obligation to reclaim the site is not limited to the amount of the financial warranty. You assume legal liability for all reasonable expenses which the Board or the Office may incur to reclaim the affected lands associated with your mining operation in the event your permit is revoked and financial warranty is forfeited;

DB

2. The Board may suspend or revoke this permit, or assess a civil penalty, upon a finding that the permittee violated the terms or conditions of this permit, the Act, the Mineral Rules and Regulations, or that information contained in the application or your permit misrepresent important material facts;

DB

3. If your mining and reclamation operations affect areas beyond the boundaries of an approved permit boundary, substantial civil penalties, to you as permittee can result;

DB

4. Any modification to the approved mining and reclamation plan from those described in your approved application requires you to submit a permit modification and obtain approval from the Board or Office;

DB

5. It is your responsibility to notify the Office of any changes in your address or phone number;

DB

6. Upon permit issuance and prior to beginning on-site mining activity, you must post a sign at the entrance of the mine site, which shall be clearly visible from the access road, with the following information (Rule 3.1.12):

a. the name of the operator;

b. a statement that a reclamation permit for the operation has been issued by the Colorado Mined Land Reclamation Board; and,

c. the permit number.

DB

7. The boundaries of the permit boundary area must be marked by monuments or other markers that are clearly visible and adequate to delineate such boundaries prior to site disturbance;

DB

8. It is a provision of this permit that the operations will be conducted in accordance with the terms and conditions listed in your application, as well as with the provisions of the Act and the Mineral Rules and Regulations in effect at the time the permit is issued.

DB

9. Annually, on the anniversary date of permit issuance, you must submit an annual fee as specified by Statute, and an annual report which includes a map describing the acreage affected and the acreage reclaimed to date (if there are changes from the previous year), any monitoring required by the Reclamation Plan to be submitted annually on the anniversary date of the permit approval. Annual fees are for the previous year a permit is held. For example, a permit with the anniversary date of July 1, 1995, the annual fee is for the period of July 1, 1994 through June 30, 1995. Failure to submit your annual fee and report by the permit anniversary date may result in a civil penalty, revocation of your permit, and forfeiture of your financial warranty. It is your responsibility, as the permittee, to continue to pay your annual fee to the Office until the Board releases you from your total reclamation responsibility.

DB

10. For joint venture/partnership permittee: the signing representative is authorized to sign when document and a power of attorney (provided by the partner(s)) authorizing the signature of the representative is attached to this application.

**NOTE TO COMMENTORS/OBJECTORS:**

It is likely there will be additions, changes, and deletions to this document prior to final decision by the Office. Therefore, if you have any comments or concerns you must contact the applicant or the Office prior to the decision date so that you will know what changes may have been made to the application document.

The Office is not allowed to consider comments, unless they are written, and received prior to the end of the public comment period. You should contact the applicant for the final date of the public comment period.

If you have questions about the Mined Land Reclamation Board and Office review and decision or appeals process, you may contact the Office at (303) 866-3567.

**Certification:**

As an authorized representative of the applicant, I hereby certify that the operation described has met the minimum requirements of the following terms and conditions:

1. All necessary approvals from local government have been applied for (Section 34-32.5-110(1)(a)(VIII).
2. To the best of my knowledge, all significant, valuable and permanent man-made structure(s) in existence at the time this application is filed, and located within 200 feet of the proposed affected area have been identified in this application (Section 34-32.5-115(4)(e), C.R.S.). (NOTE: For 110 operations, the affected area includes all lands delineated by the permit boundary.)
3. No mining operation will be located on lands where such operations are prohibited by law (Section 34-32.5-115(4)(f), C.R.S.).
4. As the applicant/operator, I do not have any mining/exploration operations in the State of Colorado currently in violation of the provisions of the Colorado Land Reclamation Act for the Extraction of Construction Materials (Section 34-32.5-120, C.R.S.).
5. I understand that statements in the application are being made under penalty of perjury and that false statements made herein are punishable as a Class 1 misdemeanor pursuant to Section 18-8-503, C.R.S. 1984.

***This form has been approved by the Mined Land Reclamation Board pursuant to section 34-32.5-110, C.R.S., of the Colorado Land Reclamation Act for the Extraction of Construction Materials. Any alteration or modification of this form shall result in voiding any permit issued on the altered or modified form and subject the operator to cease and desist orders and civil penalties for operating without a permit pursuant to section 34-32.5-123, C.R.S.***

Signed and dated this 21<sup>st</sup> day of May, 2016.

Town of LaVeta  
Applicant/Operator

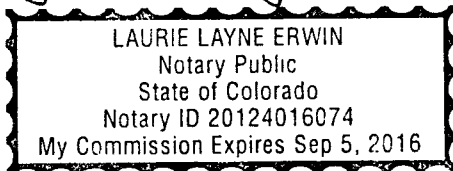
If Corporation Attest (Seal)

Signed: [Signature]  
Title: Mayor

Signed: \_\_\_\_\_  
Corporate Secretary or Equivalent  
Town/City/County Clerk

State of Colorado )  
County of Huerfano ) ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2016, by Douglas R. Bragach as Operator / Applicant of LaVeta Town Gravel Pit



[Signature]  
Notary Public  
My Commission expires: 9-5-2016

**SIGNATURES MUST BE IN BLUE INK**

**EXHIBIT "A"**  
**Legal Description and Location Map**  
**6.3.1**

A parcel of land located in Lot 2, Alta Vista, a portion of the North ½ of Section 7, Township 29 South, Range 68 West, of the 6<sup>th</sup> P.M., County of Huerfano, State of Colorado, being more particularly described as follows: Beginning at a point from which point the East ¼ corner of said Section 7 bears: S 29° 44' 30" E, a distance of 664.18 feet; thence S 86° 06' 21" W, a distance of 603.39 feet; thence S 06° 40' 45" W, a distance of 390.71 feet; thence N 87° 12' 52" W, a distance of 1085.00 feet; thence N 02° 47' 08" E, a distance of 299.91 feet; thence N 86° 06' 21" E, a distance of 1717.83 feet, thence S 03° 53' 39" E, a distance of 40.00 feet to the Point of Beginning, said parcel containing 9.75 acres, more or less.

**Location Maps**

Surveyor Certification  
Land Survey Plat  
USGS Topography Map  
Google Earth Location maps (2)



Co Rd 451  
La Veta, CO 81055

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 1 mi



## **EXHIBIT "B"**

### **Site Description**

- (a) Vegetation and soil characteristics are #92-Willowman gravelly sandy loam, 3 to 8 percent slopes. (see attached information from Soil Conservation Service)
- (b) There are no permanent structures located within 200 feet of the affected area.
- (c) There are no streams, lakes, stock water ponds, ditches or reservoirs that would receive any drainage directly from the affected area.
- (d) Not required for this application
- (e) Soil survey map (attached)

inches or more. Runoff is medium, and the hazard of water erosion is moderate to high.

The Kim soil is deep and well drained. It formed in eolian fine sand and silt. Typically, the surface layer is light brownish gray loam 8 inches thick. The underlying material to a depth of 60 inches or more is loam. The soil is mildly alkaline to a depth of 8 inches and moderately alkaline below that depth.

Permeability of the Kim soil is moderate. Available water capacity is high. Effective rooting depth is 60 inches or more. Runoff is medium, and the hazard of water erosion is high to very high.

Most areas of this unit are used as rangeland. A few areas are used for irrigated hay and pasture.

The potential plant community on this unit is mainly blue grama. Other grasses that characterize the unit are western wheatgrass and sideoats grama. The average annual production of air-dry vegetation is about 800 pounds per acre. If the condition of the range deteriorates, blue grama, threeawn, and sand dropseed increase. Range seeding is suitable if the range is in poor condition.

If this unit is used for irrigated hay and pasture, the main limitation is slope. Irrigation water can be applied by corrugations or by flooding from contour ditches. Leveling helps to insure the uniform application of water. If properly managed, this unit can produce 4 tons of irrigated alfalfa hay per acre.

This unit is well suited to windbreaks and environmental plantings. The hazard of soil blowing can be reduced by cultivating only in the tree rows and by leaving a strip of vegetation between the rows. Supplemental irrigation may be needed when planting and during dry periods. Among the trees that are suitable for planting are Rocky Mountain juniper, ponderosa pine, and Russian-olive. Among the shrubs are plum and lilac.

This unit is suited to homesite development. Revegetating disturbed areas around construction sites as soon as possible helps to control soil blowing. Shrink-swell potential of the Wiley soil is easily overcome by placing footings of buildings below the subsoil layer. Permeability is somewhat restrictive for septic tank absorption fields. This limitation can be overcome by increasing the size of the absorption field.

This map unit is in capability subclasses IVe, irrigated, and VIe, nonirrigated. It is in Loamy Plains range site.

**92—Willowman gravelly sandy loam, 3 to 8 percent slopes.** This deep, well drained soil is on terraces and fans. It formed in cobbly and gravelly alluvium. The native vegetation is mainly grass. Elevation is 6,500 to 7,600 feet. The average annual precipitation is 16 to 20 inches, the average annual air temperature is 48 to 52 degrees F, and the average frost-free period is 100 to 130 days.

Typically, the surface layer is brown gravelly sandy loam about 8 inches thick. The subsoil is very cobbly sandy clay loam about 7 inches thick. The upper 6

inches of the substratum is very cobbly sandy loam, the next 23 inches is very gravelly loamy sand, and the lower part to a depth of 60 inches or more is very gravelly sand. The soil is mildly alkaline to a depth of 15 inches. Below this depth, it is moderately alkaline and has large accumulations of calcium carbonate.

Included in this unit is about 15 percent nests of cobbles on the surface. Also included is about 10 percent Noden loam in swales and small depressional areas. The Noden soil has few rock fragments.

Permeability of this Willowman soil is moderate. Available water capacity is low. Effective rooting depth is 60 inches or more. Runoff is medium, and the hazard of water erosion is moderate to high.

Most areas of this unit are used as rangeland. A few areas are used for irrigated hay and pasture.

The potential plant community on this unit is mainly sideoats grama, little bluestem, and blue grama. Other grasses that characterize the unit are prairie junegrass and needleandthread. The average annual production of air-dry vegetation is about 1,300 pounds per acre. If the condition of the range deteriorates, sleepygrass, threeawn, yucca, and pricklypear increase. Range seeding is suitable if the range is in poor condition. Seeding using mechanical equipment is feasible in areas where the surface is not cobbly.

If this unit is used for irrigated hay and pasture, the main limitation is the cobbles in the subsoil and, in some areas, at the surface. Seeding should be feasible in most areas, but the cobbles can make plowing difficult. Shallow-rooted crops are best adapted because the substratum is droughty.

Irrigation water can be applied by corrugations, flooding from contour ditches, and sprinklers. To avoid overirrigating and leaching of plant nutrients, applications of irrigation water should be adjusted to the available water capacity, the water intake rate, and the crop needs. Because subsurface cobbles can be exposed, onsite investigation may be needed before leveling. If properly managed, this unit can produce 3 tons of irrigated grass hay per acre.

This unit is poorly suited to windbreaks and environmental plantings. It is limited mainly by the droughtiness of the substratum.

This unit is well suited to homesite development. The large amount of rock fragments in the soil makes excavation difficult.

This map unit is in capability subclass VIe, irrigated and nonirrigated. It is in Sandy Foothills range site.

**93—Willowman gravelly sandy loam, 15 to 30 percent slopes.** This deep, well drained soil is on terraces and side slopes. It formed in cobbly and gravelly alluvium. The native vegetation is mainly grass. Elevation is 6,500 to 7,600 feet. The average annual precipitation is 16 to 20 inches, the average annual air temperature is 48 to 52 degrees F, and the average frost-free period is 100 to 130 days.



TABLE 4.--ACREAGE AND PROPORTIONATE EXTENT OF THE SOILS--Continued

Map symbol	Soil name	Acres	Percent
70	Ring cobbly sandy loam, 2 to 6 percent slopes-----	4,240	0.5
71	Ring cobbly loam, 20 to 45 percent slopes-----	8,760	1.0
72	Riverwash-Las Animas complex-----	3,680	0.4
73	Rock outcrop-----	6,720	0.8
74	Rogert-Woodhall complex, 25 to 65 percent slopes-----	9,560	1.1
75	Rubble Land-Rock outcrop complex-----	6,760	0.8
76	Schamber gravelly sandy loam, 3 to 15 percent slopes-----	6,400	0.7
77	Schamber-Midway complex, 3 to 25 percent slopes-----	9,960	1.1
78	Tisworth sandy loam, 2 to 8 percent slopes-----	2,080	0.2
79	Tolman-Rock outcrop complex, 25 to 65 percent slopes-----	9,040	1.0
80	Trag loam, 3 to 12 percent slopes-----	4,600	0.5
81	Travessilla-Kim complex, 1 to 9 percent slopes-----	13,600	1.6
82	Travessilla-Rock outcrop complex, 15 to 45 percent slopes-----	11,960	1.4
83	Uinta-Lakehelen fine sandy loams, 4 to 25 percent slopes-----	5,240	0.6
84	Ustic Torriorthents-Rock outcrop complex, 5 to 40 percent slopes-----	22,720	2.6
85	Utica gravelly sandy loam, 2 to 10 percent slopes-----	3,360	0.4
86	Vona fine sandy loam, 1 to 5 percent slopes-----	5,280	0.6
87	Wahatoya-Rock outcrop complex, 35 to 65 percent slopes-----	6,080	0.7
88	Welring very channery loam, 4 to 25 percent slopes-----	1,240	0.1
89	Wetmore-Mortenson Association, 20 to 50 percent slopes-----	1,400	0.2
90	Wiley loam, 1 to 3 percent slopes-----	34,700	4.0
91	Wiley-Kim loams, 2 to 9 percent slopes-----	44,965	5.0
92	Willowman gravelly sandy loam, 3 to 8 percent slopes-----	15,240	1.7
93	Willowman gravelly sandy loam, 15 to 30 percent slopes-----	5,800	0.7
94	Woodhall-Rock outcrop complex, 5 to 20 percent slopes-----	3,080	0.4
	Water-----	1,355	0.2
	Total-----	873,000	100.0

TABLE 5.--RECREATIONAL DEVELOPMENT--Continued

Soil name and map symbol	Camp areas	Picnic areas	Playgrounds	Paths and trails
84*: Ustic Torriorthents--	Severe: slope.	Severe: slope.	Severe: slope.	Moderate: slope.
Rock outcrop.				
85----- Utica	Moderate: small stones.	Moderate: small stones.	Severe: slope, small stones.	Slight.
86----- Vona	Slight-----	Slight-----	Moderate: slope.	Slight.
87*: Wahatoya-----	Severe: slope.	Severe: slope.	Severe: slope, small stones.	Severe: slope.
Rock outcrop.				
88----- Weirring	Severe: small stones, depth to rock.	Severe: small stones, depth to rock.	Severe: slope, small stones, depth to rock.	Severe: small stones.
89*: Wetmore-----	Severe: depth to rock, slope.	Severe: depth to rock, slope.	Severe: slope, small stones, depth to rock.	Severe: slope, small stones.
Mortenson-----	Severe: slope, small stones.	Severe: slope, small stones.	Severe: large stones, slope, small stones.	Severe: large stones, slope.
90----- Wiley	Moderate: dusty.	Moderate: dusty.	Moderate: slope, dusty.	Severe: erodes easily.
91*: Wiley-----	Moderate: dusty.	Moderate: dusty.	Moderate: slope, dusty.	Severe: erodes easily.
Kim-----	Moderate: dusty.	Moderate: dusty.	Severe: slope.	Moderate: dusty.
92----- Willowman	Moderate: small stones.	Moderate: small stones.	Severe: small stones.	Slight.
93----- Willowman	Severe: slope.	Severe: slope.	Severe: slope, small stones.	Moderate: slope.
94*: Woodhall-----	Moderate: slope.	Moderate: slope.	Severe: slope.	Slight.
Rock outcrop.				

\* See description of the map unit for composition and behavior characteristics of the map unit.

TABLE 6.--WILDLIFE HABITAT POTENTIALS--Continued

Soil name and map symbol	Potential for habitat elements							Potential as habitat for--			
	Grain and seed crops	Grasses and legumes	Wild herbaceous plants	Coniferous plants	Shrubs	Wetland plants	Shallow water areas	Open-land wild-life	Wood-land wild-life	Wetland wild-life	Range-land wild-life
87*: Rock outcrop.											
88: Welring	Very poor.	Very poor.	Poor	Poor	Poor	Very poor.	Very poor.	Very poor.	Poor	Very poor.	Poor.
89*: Wetmore	Very poor.	Very poor.	Poor	Poor	Good	Very poor.	Very poor.	Very poor.	Poor	Very poor.	---
Mortenson	Very poor.	Very poor.	Very poor.	Good	---	Very poor.	Very poor.	Very poor.	Fair	Very poor.	---
90: Wiley	Poor	Fair	Fair	---	Poor	Poor	Very poor.	Fair	---	Very poor.	Poor.
91*: Wiley	Poor	Fair	Fair	---	Poor	Poor	Very poor.	Fair	---	Very poor.	Poor.
Kim	Poor	Fair	Fair	---	Fair	Very poor.	Very poor.	Fair	---	Very poor.	Fair.
92, 93: Willowman	Poor	Fair	Fair	---	Fair	Poor	Very poor.	Fair	---	Very poor.	Fair.
94*: Woodhall	Poor	Poor	Good	---	Fair	Very poor.	Very poor.	Fair	---	Very poor.	Fair.
Rock outcrop.											

\* See description of the map unit for composition and behavior characteristics of the map unit.

TABLE 7.--BUILDING SITE DEVELOPMENT--Continued

Soil name and map symbol	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
85----- Utica	Severe: cutbanks cave.	Moderate: large stones.	Moderate: large stones.	Moderate: slope, large stones.	Moderate: large stones.
86----- Vona	Severe: cutbanks cave.	Slight-----	Slight-----	Slight-----	Slight.
87*: Wahatoya	Severe: depth to rock, slope.	Severe: slope.	Severe: depth to rock, slope.	Severe: slope.	Severe: slope.
Rock outcrop.					
88----- Welring	Severe: depth to rock.	Severe: depth to rock.	Severe: depth to rock.	Severe: slope, depth to rock.	Severe: depth to rock.
89*: Wetmore	Severe: depth to rock, slope.	Severe: slope, depth to rock.	Severe: depth to rock, slope.	Severe: slope, depth to rock.	Severe: depth to rock, slope.
Mortenson-----	Severe: large stones, slope.	Severe: slope, large stones.	Severe: slope, large stones.	Severe: slope, large stones.	Severe: slope, large stones.
90----- Wiley	Slight-----	Moderate: shrink-swell.	Moderate: shrink-swell.	Moderate: shrink-swell.	Moderate: low strength, shrink-swell.
91*: Wiley	Slight-----	Moderate: shrink-swell.	Moderate: shrink-swell.	Moderate: shrink-swell.	Moderate: low strength, shrink-swell.
Kim-----	Slight-----	Moderate: shrink-swell.	Moderate: shrink-swell.	Moderate: shrink-swell, slope.	Moderate: shrink-swell.
92----- Willowman	Moderate: large stones.	Moderate: large stones.	Moderate: large stones.	Moderate: slope, large stones.	Moderate: frost action, large stones.
93----- Willowman	Severe: slope.	Severe: slope.	Severe: slope.	Severe: slope.	Severe: slope.
94*: Woodhall	Severe: depth to rock.	Moderate: slope, depth to rock, large stones.	Severe: depth to rock.	Severe: slope.	Moderate: depth to rock, slope, frost action.
Rock outcrop.					

\* See description of the map unit for composition and behavior characteristics of the map unit.

TABLE 8.--SANITARY FACILITIES--Continued

Soil name and map symbol	Septic tank absorption fields	Sewage lagoon areas	Trench sanitary landfill	Area sanitary landfill	Daily cover for landfill
89*: Mortenson-----	Severe: percs slowly, slope, large stones.	Severe: seepage, slope, large stones.	Severe: slope, too clayey, large stones.	Severe: seepage, slope.	Poor: too clayey, hard to pack, small stones.
90----- Wiley	Moderate: percs slowly.	Moderate: seepage, slope.	Slight-----	Slight-----	Good.
91*: Wiley-----	Moderate: percs slowly.	Moderate: seepage, slope.	Slight-----	Slight-----	Good.
Kim-----	Moderate: percs slowly.	Moderate: seepage, slope.	Slight-----	Slight-----	Fair: small stones.
92----- Willowman	Moderate: large stones.	Severe: seepage.	Severe: seepage, large stones.	Severe: seepage.	Poor: small stones.
93----- Willowman	Severe: slope.	Severe: seepage, slope.	Severe: seepage, slope, large stones.	Severe: seepage, slope.	Poor: small stones, slope.
94*: Woodhall-----	Severe: depth to rock.	Severe: depth to rock, slope, large stones.	Severe: depth to rock, large stones.	Severe: depth to rock.	Poor: area reclaim, large stones.
Rock outcrop.					

\* See description of the map unit for composition and behavior characteristics of the map unit.



TABLE 9.--CONSTRUCTION MATERIALS--Continued

Soil name and map symbol	Roadfill	Sand	Gravel	Topsoil
82*: Rock outcrop.				
83*: Uinta-----	Good-----	Improbable: excess fines.	Improbable: excess fines.	Poor: small stones, area reclaim.
Lakehelen-----	Poor: area reclaim.	Improbable: excess fines.	Improbable: excess fines.	Poor: large stones, slope.
84*: Ustic Torriorthents--	Poor: area reclaim, low strength.	Improbable: excess fines.	Improbable: excess fines.	Poor: area reclaim, slope.
Rock outcrop.				
85----- Utica	Fair: large stones.	Probable-----	Probable-----	Poor: small stones, area reclaim.
86----- Vona	Good-----	Improbable: excess fines.	Improbable: excess fines.	Fair: small stones.
87*: Wahatoya-----	Poor: area reclaim, slope.	Improbable: excess fines.	Improbable: excess fines.	Poor: small stones, slope.
Rock outcrop.				
88----- Welring	Poor: area reclaim.	Improbable: excess fines.	Improbable: excess fines.	Poor: area reclaim, small stones.
89*: Wetmore-----	Poor: area reclaim, slope.	Improbable: excess fines.	Improbable: excess fines.	Poor: area reclaim, small stones, slope.
Mortenson-----	Poor: large stones, slope.	Improbable: excess fines, large stones.	Improbable: excess fines, large stones.	Poor: small stones, area reclaim, slope.
90----- Wiley	Fair: low strength, shrink-swell.	Improbable: excess fines.	Improbable: excess fines.	Good.
91*: Wiley-----	Fair: low strength, shrink-swell.	Improbable: excess fines.	Improbable: excess fines.	Good.
Kim-----	Fair: shrink-swell.	Improbable: excess fines.	Improbable: excess fines.	Poor: small stones.
92----- Willowman	Fair: large stones.	Probable-----	Probable-----	Poor: small stones, area reclaim.
93----- Willowman	Fair: large stones, slope.	Probable-----	Probable-----	Poor: small stones, area reclaim, slope.

See footnote at end of table.

TABLE 10.--WATER MANAGEMENT--Continued

Soil name and map symbol	Limitations for--		Features affecting--			
	Pond reservoir areas	Embankments, dikes, and levees	Drainage	Irrigation	Terraces and diversions	Grassed waterways
83*: Uinta-----	Severe: slope.	Moderate: thin layer.	Deep to water	Droughty, soil blowing, slope.	Slope, large stones, soil blowing.	Slope, droughty.
Lakshelen-----	Severe: slope.	Moderate: seepage, piping, large stones.	Deep to water	Large stones, droughty, soil blowing.	Slope, large stones, depth to rock.	Large stones, slope, droughty.
84*: Uatic Torriorthents--	Severe: slope.	Severe: slope.	Deep to water	Slope-----	Slope-----	Slope.
Rock outcrop.						
85----- Utica	Severe: seepage.	Severe: seepage.	Deep to water	Large stones, droughty, slope.	Large stones, too sandy.	Large stones, droughty.
86----- Vona	Severe: seepage.	Severe: seepage, piping.	Deep to water	Soil blowing, slope.	Too sandy, soil blowing.	Favorable.
87*: Wahatoya-----	Severe: slope.	Severe: large stones.	Deep to water	Large stones, droughty, soil blowing.	Slope, large stones, depth to rock.	Large stones, slope, droughty.
Rock outcrop.						
88----- Wairing	Severe: depth to rock, slope.	Severe: thin layer.	Deep to water	Droughty, depth to rock, slope.	Slope, depth to rock.	Slope, droughty, depth to rock.
89*: Wetmore-----	Severe: depth to rock, slope.	Severe: thin layer.	Deep to water	Large stones, droughty, depth to rock.	Slope, large stones, depth to rock.	Large stones, slope, droughty.
Mortenson-----	Severe: seepage, slope.	Severe: large stones.	Deep to water	Large stones, droughty, percs slowly.	Slope, large stones, percs slowly.	Large stones, slope, droughty.
90----- Wiley	Moderate: seepage.	Severe: piping.	Deep to water	Erodes easily	Erodes easily	Erodes easily.
91*: Wiley-----	Moderate: seepage, slope.	Severe: piping.	Deep to water	Slope, erodes easily.	Erodes easily	Erodes easily.
Kim-----	Moderate: seepage, slope.	Severe: piping.	Deep to water	Slope, excess salt.	Favorable-----	Favorable.
92----- Willowman	Severe: seepage.	Severe: seepage, large stones.	Deep to water	Large stones, droughty, soil blowing.	Large stones, soil blowing.	Large stones, droughty.
93----- Willowman	Severe: seepage, slope.	Severe: seepage, large stones.	Deep to water	Large stones, droughty, soil blowing.	Slope, large stones, soil blowing.	Large stones, slope, droughty.

See footnote at end of table.

TABLE 11.--ENGINEERING INDEX PROPERTIES--Continued

Soil name and map symbol	Depth	USDA texture	Classification		Frag- ments > 3 inches	Percentage passing sieve number--				Liquid limit	Plas- ticity index
			Unified	AASHTO		4	10	40	200		
	In				Fct					Fct	
88----- Welring	0-4	Very channery loam.	GM-GC	A-1, A-2	0-10	25-45	30-50	20-35	15-30	20-30	5-10
	4-18	Very channery loam.	GM-GC	A-1, A-2	0-10	25-45	30-50	20-35	15-30	20-30	5-10
	18	Unweathered bedrock.	---	---	---	---	---	---	---	---	---
89*: Wetmore-----	0-10	Very gravelly coarse sandy loam.	GM-GC, GP-GC	A-2	0-20	30-55	25-50	10-30	5-20	20-30	5-10
	10-14	Very gravelly coarse sandy loam, extremely gravelly coarse sandy loam.	SC, GC	A-2	5-40	30-60	25-50	15-20	10-15	25-35	10-15
	14	Unweathered bedrock.	---	---	---	---	---	---	---	---	---
Mortenson-----	0-6	Very stony loam	SM-SC, GM-GC	A-2, A-4	30-55	45-80	40-70	35-65	25-50	20-30	5-10
	6-22	Very stony sandy loam, very cobbly sandy loam.	SM, GM	A-1	30-55	45-80	40-70	25-50	10-25	15-25	NP-5
	22-29	Very stony sandy clay loam, very stony clay loam.	SC, GC	A-6, A-2	30-55	45-80	40-70	30-60	20-40	30-40	10-20
	29-60	Very cobbly clay, very stony clay.	CH, CL, GC, SC	A-7, A-2	30-55	40-70	35-60	30-60	25-55	45-55	20-30
90----- Wiley	0-4	Loam-----	CL-ML, CL	A-4, A-6	0	100	100	90-100	70-90	25-35	5-15
	4-23	Silty clay loam, silt loam, clay loam.	CL	A-6	0	100	100	90-100	70-95	25-35	10-20
	23-60	Silt loam, silty clay loam, loam.	CL-ML, CL	A-4, A-6	0	100	100	90-100	80-95	25-35	5-15
91*: Wiley-----	0-4	Loam-----	CL-ML, CL	A-4, A-6	0	100	100	90-100	70-90	25-35	5-15
	4-23	Silty clay loam, silt loam, clay loam.	CL	A-6	0	100	100	90-100	70-95	25-35	10-20
	23-60	Silt loam, silty clay loam, loam.	CL-ML, CL	A-4, A-6	0	100	100	90-100	80-95	25-35	5-15
Kim-----	0-8	Loam-----	ML	A-4	0-5	80-100	75-100	60-90	35-75	20-35	NP-5
	8-60	Loam, clay loam, sandy clay loam.	CL, CL-ML, SC, SM-SC	A-4, A-6	0-5	80-100	75-100	70-95	35-85	25-40	5-15
92, 93----- Willowman	0-8	Gravelly sandy loam.	SM	A-2, A-4	0-5	70-80	70-80	50-60	30-40	20-30	NP-5
	8-15	Gravelly sandy clay loam, very cobbly sandy clay loam.	SC	A-2	0-35	70-80	70-80	55-65	25-35	30-40	10-15
	15-21	Very gravelly sandy loam, very cobbly sandy loam.	GM	A-1	10-50	40-55	35-50	25-35	10-20	---	NP
	21-60	Very gravelly loamy sand, very gravelly sand.	GP, GP-GM	A-1, A-2	15-35	45-65	35-60	5-20	0-15	---	NP

See footnote at end of table.



TABLE 12.--PHYSICAL AND CHEMICAL PROPERTIES OF SOILS--Continued

Soil name and map symbol	Depth	Clay	Permeability	Available water capacity	Soil reaction	Salinity	Shrink-swell potential	Erosion factors		Wind erodibility group	Organic matter
	In	Pct	In/hr	In/in	pH	Mhos/cm		K	T		Pct
83*: Uinta-----	0-3	5-15	2.0-6.0	0.07-0.13	6.6-7.3	<2	Low-----	0.17	5	3	1-2
	3-15	5-15	2.0-6.0	0.07-0.13	6.1-7.3	<2	Low-----	0.17			
	15-60	20-30	0.6-2.0	0.08-0.15	6.1-7.8	<2	Moderate	0.20			
Lakehelen-----	0-12	8-15	2.0-6.0	0.13-0.15	5.6-6.5	<2	Low-----	0.28	2	3	<.5
	12-28	20-25	0.6-2.0	0.04-0.05	5.6-6.5	<2	Low-----	0.17			
	28	---	---	---	---	---	---	---			
84*: Ustic Torriorthents. Rock outcrop.											
85-----	0-15	5-15	2.0-6.0	0.12-0.15	7.4-8.4	<2	Low-----	0.17	5	5	1-3
Utica	15-36	5-10	2.0-6.0	0.07-0.10	7.9-8.4	<2	Low-----	0.17			
	36-60	0-5	6.0-20.0	0.02-0.05	7.9-9.0	<2	Low-----	0.10			
86-----	0-6	5-10	2.0-6.0	0.11-0.13	6.6-7.8	<2	Low-----	0.20	5	3	.5-1
Vona	6-32	10-18	2.0-6.0	0.12-0.14	6.6-8.4	<4	Low-----	0.24			
	32-60	3-15	6.0-20	0.08-0.11	7.9-8.4	<4	Low-----	0.20			
87*: Wahatoya-----	0-6	10-20	2.0-6.0	0.07-0.11	6.1-7.3	<2	Low-----	0.20	2	3	1-2
	6-22	18-35	0.6-2.0	0.06-0.11	6.1-7.3	<2	Moderate	0.28			
	22	---	---	---	---	---	---	---			
Rock outcrop.											
88-----	0-4	15-25	0.6-2.0	0.07-0.09	7.4-8.4	<2	Low-----	0.02	1	8	<1
Welring	4-18	15-25	0.6-2.0	0.07-0.09	7.9-8.4	<2	Low-----	0.05			
	18	---	---	---	---	---	---	---			
89*: Wetmore-----	0-10	5-10	6.0-20	0.05-0.07	6.1-7.3	<2	Low-----	0.10	1	8	.5-1
	10-14	10-20	6.0-20	0.07-0.09	6.1-7.3	<2	Low-----	0.10			
	14	---	---	---	---	---	---	---			
Mortenson-----	0-6	10-27	0.6-2.0	0.07-0.09	6.1-7.3	<2	Low-----	0.24	5	8	<1
	6-22	10-20	2.0-6.0	0.05-0.07	6.1-7.3	<2	Low-----	0.20			
	22-29	20-35	0.6-2.0	0.07-0.09	6.1-7.3	<2	Low-----	0.20			
	29-60	40-50	0.06-0.2	0.07-0.09	6.1-7.3	<2	Moderate	0.17			
90-----	0-4	15-27	0.6-2.0	0.19-0.21	7.4-8.4	<2	Low-----	0.37	5	4L	.5-1
Wiley	4-23	18-35	0.6-2.0	0.19-0.21	7.9-8.4	<2	Moderate	0.32			
	23-60	18-35	0.6-2.0	0.16-0.21	7.9-8.4	<2	Moderate	0.37			
91*: Wiley-----	0-4	15-27	0.6-2.0	0.19-0.21	7.4-8.4	<2	Low-----	0.37	5	4L	.5-1
	4-23	18-35	0.6-2.0	0.19-0.21	7.9-8.4	<2	Moderate	0.32			
	23-60	18-35	0.6-2.0	0.16-0.21	7.9-8.4	<2	Moderate	0.37			
Kim-----	0-8	15-27	0.6-2.0	0.16-0.18	7.4-8.4	<2	Low-----	0.32	5	4L	.5-1
	8-60	20-35	0.6-2.0	0.15-0.17	7.9-8.4	<8	Moderate	0.32			
92, 93-----	0-8	10-15	0.6-2.0	0.11-0.13	7.4-7.8	<2	Low-----	0.28	5	3	1-2
Willowman	8-15	20-30	0.6-2.0	0.12-0.14	7.4-7.8	<2	Moderate	0.24			
	15-21	10-15	2.0-6.0	0.07-0.09	7.9-8.4	<2	Low-----	0.15			
	21-60	0-8	6.0-20	0.05-0.07	7.9-8.4	<2	Low-----	0.10			
94*: Woodhall-----	0-8	20-25	0.6-2.0	0.15-0.17	6.1-7.3	<2	Low-----	0.24	2	5	2-4
	8-26	20-35	0.6-2.0	0.10-0.14	6.1-7.3	<2	Low-----	0.20			
	26	---	---	---	---	---	---	---			
Rock outcrop.											

\* See description of the map unit for composition and behavior characteristics of the map unit.

TABLE 13.--SOIL AND WATER FEATURES--Continued

198

Soil name and map symbol	Hydro-logic group	Flooding			High water table			Bedrock		Potential frost action	Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness		Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>				
89*: Wetmore-----	D	None-----	---	---	>6.0	---	---	8-20	Hard	Low-----	Moderate	Low.
Mortenson-----	C	None-----	---	---	>6.0	---	---	>60	---	Moderate	High-----	Low.
90: Wiley-----	B	None-----	---	---	>6.0	---	---	>60	---	Low-----	High-----	Low.
91*: Wiley-----	B	None-----	---	---	>6.0	---	---	>60	---	Low-----	High-----	Low.
Kim-----	B	None-----	---	---	>6.0	---	---	>60	---	Low-----	High-----	Low.
92, 93: Willowman-----	B	None-----	---	---	>6.0	---	---	>60	---	Moderate	High-----	Low.
94*: Woodhall-----	C	None-----	---	---	>6.0	---	---	20-40	Hard	Moderate	Moderate	Low.
Rock outcrop.												

\* See description of the map unit for composition and behavior characteristics of the map unit.

Soil survey

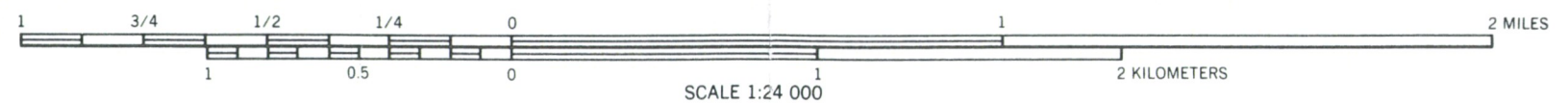
TABLE 14.--CLASSIFICATION OF THE SOILS

Soil name	Family or higher taxonomic class
Apishapa-----	Fine, montmorillonitic (calcareous), mesic Vertic Fluvaquents
Baca-----	Fine, montmorillonitic, mesic Ustollic Haplargids
Badito-----	Loamy-skeletal, mixed Aridic Argiborolls
Bayerton-----	Fine-loamy, mixed Typic Eutroboralfs
Benteen-----	Fine-loamy, mixed Argic Pachic Cryoborolls
Bond-----	Loamy, mixed, mesic Lithic Ustollic Haplargids
Breece-----	Coarse-loamy, mixed Pachic Haploborolls
Brownsto-----	Loamy-skeletal, mixed Borollic Calcicorthids
Cascajo-----	Sandy-skeletal, mixed, mesic Ustollic Calcicorthids
Castner-----	Loamy-skeletal, mixed Lithic Haploborolls
Coldcreek-----	Loamy-skeletal, mixed Typic Paleboralfs
Collegiate-----	Coarse-loamy over sandy or sandy-skeletal, mixed, frigid Cumulic Haplaquolls
Coutis-----	Coarse-loamy, mixed Pachic Cryoborolls
Crooked Creek-----	Fine, montmorillonitic, frigid Cumulic Haplaquolls
Curecanti-----	Loamy-skeletal, mixed Typic Argiborolls
Denver-----	Fine, montmorillonitic, mesic Torric Vertic Argiustolls
Farisita-----	Loamy, mixed, nonacid, mesic, shallow Ustic Torriorthents
Fort Collins-----	Fine-loamy, mixed, mesic Ustollic Haplargids
Fughes-----	Fine, montmorillonitic Pachic Argiborolls
Geikie-----	Fine-loamy, mixed Argic Cryoborolls
Glenberg-----	Coarse-loamy, mixed (calcareous), mesic Ustic Torrifluvents
Goemmer-----	Fine, mixed, frigid Typic Ustochrepts
Haverson-----	Fine-loamy, mixed (calcareous), mesic Ustic Torrifluvents
Holderness-----	Fine, montmorillonitic Aridic Argiborolls
Kim-----	Fine-loamy, mixed (calcareous), mesic Ustic Torriorthents
Lakehelen-----	Loamy-skeletal, mixed Typic Cryoboralfs
Larkson-----	Fine, montmorillonitic Typic Eutroboralfs
Las Animas-----	Coarse-loamy, mixed (calcareous), mesic Typic Fluvaquents
Leadville-----	Loamy-skeletal, mixed Typic Cryoboralfs
Libeg-----	Loamy-skeletal, mixed Argic Cryoborolls
Linon-----	Fine, montmorillonitic (calcareous), mesic Ustic Torriorthents
Loberg-----	Clayey-skeletal, mixed Typic Cryoboralfs
Louviers-----	Clayey, mixed, nonacid, mesic, shallow Ustic Torriorthents
Lymanston-----	Fine-loamy, mixed Argic Cryoborolls
Maitland-----	Fine-loamy, mixed Mollic Eutroboralfs
Manvel-----	Fine-silty, mixed (calcareous), mesic Ustic Torriorthents
Manzano-----	Fine-loamy, mixed, mesic Cumulic Haplustolls
Manzanola-----	Fine, montmorillonitic, mesic Ustollic Haplargids
Midway-----	Clayey, montmorillonitic (calcareous), mesic, shallow Ustic Torriorthents
Minnequa-----	Fine-silty, mixed (calcareous), mesic Ustic Torriorthents
Montez-----	Fine-loamy, mixed Mollic Paleboralfs
Morop-----	Fine, montmorillonitic Aridic Argiborolls
Mortenson-----	Clayey-skeletal, montmorillonitic Typic Paleboralfs
Neville-----	Fine-loamy, mixed (calcareous), mesic Ustic Torriorthents
Noden-----	Fine-loamy, mixed, mesic Aridic Argiustolls
Nunn-----	Fine, montmorillonitic, mesic Aridic Argiustolls
Olney-----	Fine-loamy, mixed, mesic Ustollic Haplargids
Otero-----	Coarse-loamy, mixed (calcareous), mesic Ustic Torriorthents
Patent-----	Fine-loamy, mixed (calcareous), frigid Ustic Torriorthents
Penrose-----	Loamy, carbonatic, mesic Lithic Ustic Torriorthents
Potts-----	Fine-loamy, mixed, mesic Ustollic Haplargids
Progreso-----	Fine-loamy, mixed, mesic Ustollic Haplargids
Razor-----	Fine, montmorillonitic, mesic Ustollic Camborthids
Ring-----	Clayey-skeletal, mixed Mollic Eutroboralfs
Rogert-----	Loamy-skeletal, mixed Lithic Cryoborolls
Schamber-----	Sandy-skeletal, mixed, mesic Ustic Torriorthents
Tisworth-----	Fine-loamy, mixed Borollic Natrargids
Tolman-----	Loamy-skeletal, mixed Lithic Argiborolls
Trag-----	Fine-loamy, mixed Typic Argiborolls
Travessilla-----	Loamy, mixed (calcareous), mesic Lithic Ustic Torriorthents
Uinta-----	Fine-loamy, mixed Typic Cryoboralfs
Utica-----	Sandy-skeletal, carbonatic Typic Calciborolls
Vona-----	Coarse-loamy, mixed, mesic Ustollic Haplargids
Wahatoya-----	Loamy-skeletal, mixed, Typic Eutroboralfs
Welring-----	Loamy-skeletal, carbonatic, mesic Lithic Ustic Torriorthents
Wetmore-----	Loamy-skeletal, mixed Lithic Eutroboralfs
Wiley-----	Fine-silty, mixed, mesic Ustollic Haplargids
Willowman-----	Loamy-skeletal, mixed, mesic Aridic Argiustolls
Woodhall-----	Loamy-skeletal, mixed Argic Cryoborolls





This soil survey map was compiled by the U.S. Department of Agriculture, Soil Conservation Service, and cooperating agencies. Base maps are orthophotographs prepared by the U.S. Department of the Interior, Geological Survey, from 1974, 1975, and 1980 aerial photography. Coordinate grid ticks and land division corners, if shown, are approximately positioned.



HUERFANO COUNTY AREA, COLORADO NO. 21



## **EXHIBIT "C"**

### **Mining Plan**

- (a) Permitted boundaries are labeled in yellow on map
- (b) Jeremiah Mason is the owner of record (Lessor of permitted permit), physical address is 1315 County Road 451, La Veta, Co. 81055. This owner is also the owner of record of the all adjacent land surrounding the permitted pit.
- (c) Gravel pit entrance road is highlighted in orange  
Pit boundary is highlighted in yellow  
Topsoil stock piles are highlighted in green  
Overburden stockpiles are highlighted in blue  
Product stockpiles are highlighted in pink
- (d) Construction material extraction highlighted in purple
- (e) Owner of record lives in his home which is not within two hundred feet of the permitted boundary. All other structures adjacent to the permitted pit are owned by the owner of record, Jeremiah Mason, (Lessor of the permitted pit)

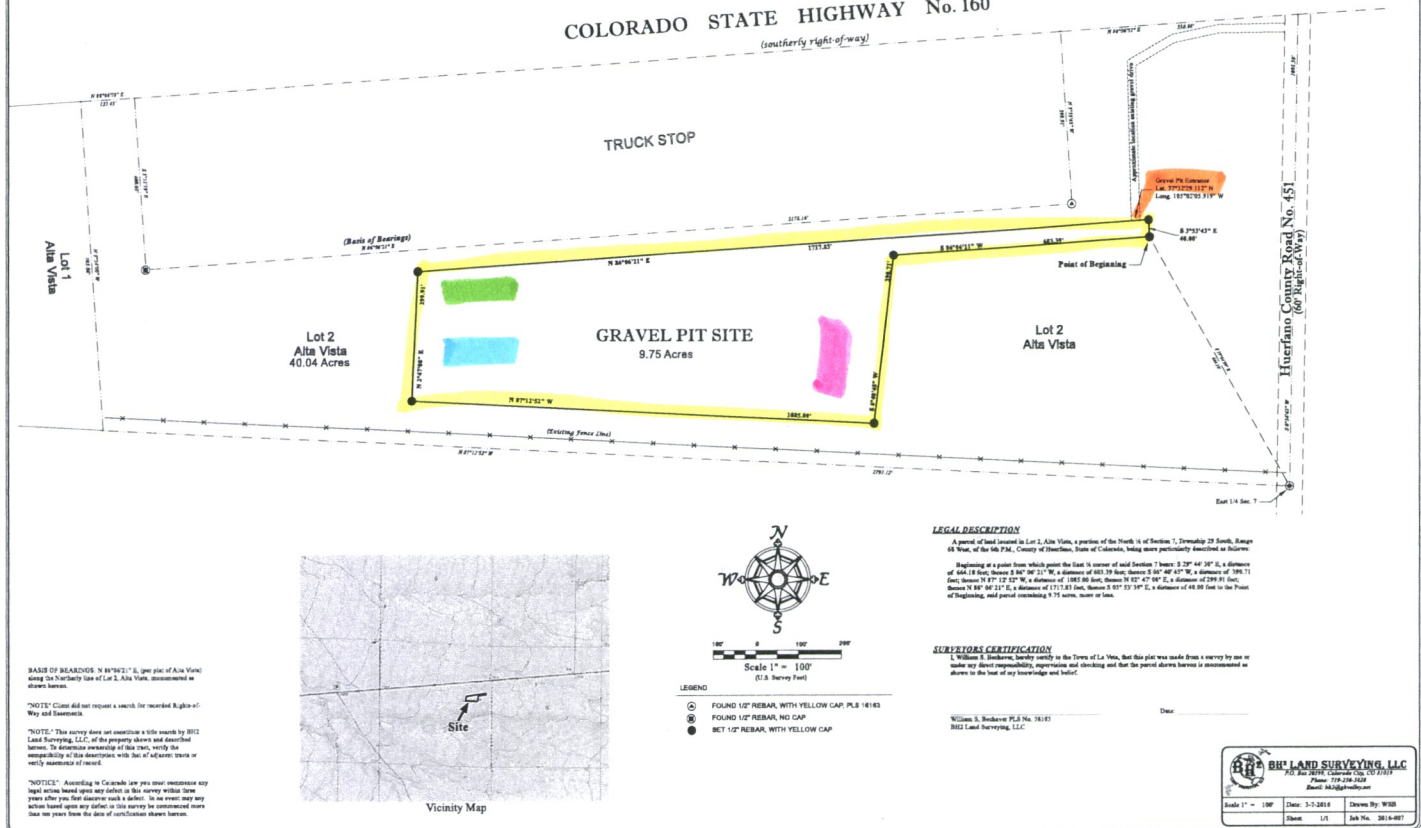


## LAND SURVEY PLAT

FOR THE TOWN OF LA VETA

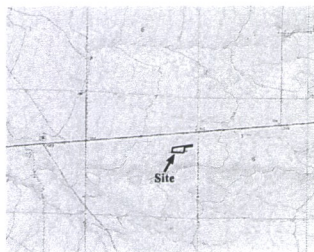
LOCATED IN LOT 2, ALTA VISTA  
A PORTION OF THE N 1/2 OF SECTION 7, TOWNSHIP 29 SOUTH, RANGE 68 WEST, 6th P.M.  
COUNTY OF HUERFANO, STATE OF COLORADO

COLORADO STATE HIGHWAY No. 160  
(southerly right-of-way)



Pit Boundary  
Pit Road Entrance  
Topsoil Stockpile  
Overburden Stockpile  
Product Stockpile

LOCATED IN LOT 2, ALTA VISTA  
A PORTION OF THE N 1/2 OF SECTION 7, TOWNSHIP 29 SOUTH, RANGE 68 WEST, 6th P.M.  
COUNTY OF HUERFANO, STATE OF COLORADO

[illegible]

Scale 1" = 100'  
(11.8 Meters Feet)

#### LEGAL DESCRIPTION

A parcel of land located in Lot 2, Alta Vista, a portion of the North 1/4 of Section 7, Township 29 South, Range 68 West, of the 9th PM, County of Stillwater, State of Colorado, being more particularly described as follows:


Beginning at a point from which point the East 1/4 corner of Section 7 bears S 23° 44' 38" E, a distance of 444.18 feet; thence S 89° 21' W, a distance of 1021.59 feet; thence S 56° 48' 45" W, a distance of 194.71 feet; thence N 71° 12' S, a distance of 1085.90 feet; thence N 92° 47' 48" E, a distance of 299.91 feet; thence N 80° 56' 21" E, a distance of 1717.83 feet; thence S 03° 53' 59" E, a distance of 48.90 feet to the Point of Beginning, said parcel containing 9.75 acres, more or less.

### SURVEYORS CERTIFICATION

**SURVEYORS CERTIFICATION**  
I, William S. Beckwith, hereby certify to the Town of La Veta, that this plat was made from a survey by me or under my direct responsibility, supervision and checking and that the parcel shown herein is incrementated as shown to the best of my knowledge and belief.

William S. Bedaver PLS No. 38103  
BSI Land Surveying, LLC

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

 <b>BH<sup>2</sup> LAND SURVEYING, LLC</b> P.O. Box 26799, Colorado Springs, CO 80919 Phone: 719-256-1028 Email: <a href="mailto:MAH@bh-surveying.com">MAH@bh-surveying.com</a>		
Scale 1" = 100'	Date: 3-7-2016	Drawn By: WBS
	Sheet: 1/1	Job No.: 2016-007



**EXHIBIT "D"**

**Reclamation Plan**

**2016  
LA VETA TOWN  
GRAVEL PIT  
  
RECLAMATION PLAN  
  
HUERFANO COUNTY**

**Soils & Vegetative Information  
  
Reclamation, Reseeding Recommendations**

**BY**

**Kelsey Ridenoure  
Soil Conservationist  
Natural Resources Conservation Service  
Walsenburg, Colorado**

**DATE: March 14, 2016  
In Cooperation with the:**

**Upper Huerfano Conservation District**

**2016  
LA VETA TOWN  
Gravel Pit**

**Index**

- I. Location Maps**
- II. Soils Information and Soils Map**
- III. Ecological Site Information**
- IV. Climatic Features**
- V. Reclamation & Seeding Recommendations**

**2016  
LA VETA TOWN  
Gravel Pit**

**Section I**

**Maps**

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 1 mi

**2016  
LA VETA TOWN  
Gravel Pit**

**Section II**

**Soils Information  
and  
Soils Map**



## 2016 Town of La Veta- La Veta Town Gravel Pit Soils Map

Date: 3/14/2016

Customer(s): TOWN OF LA VETA

District: UPPER HUERFANO CONSERVATION DISTRICT

Approximate Acres: 9.75

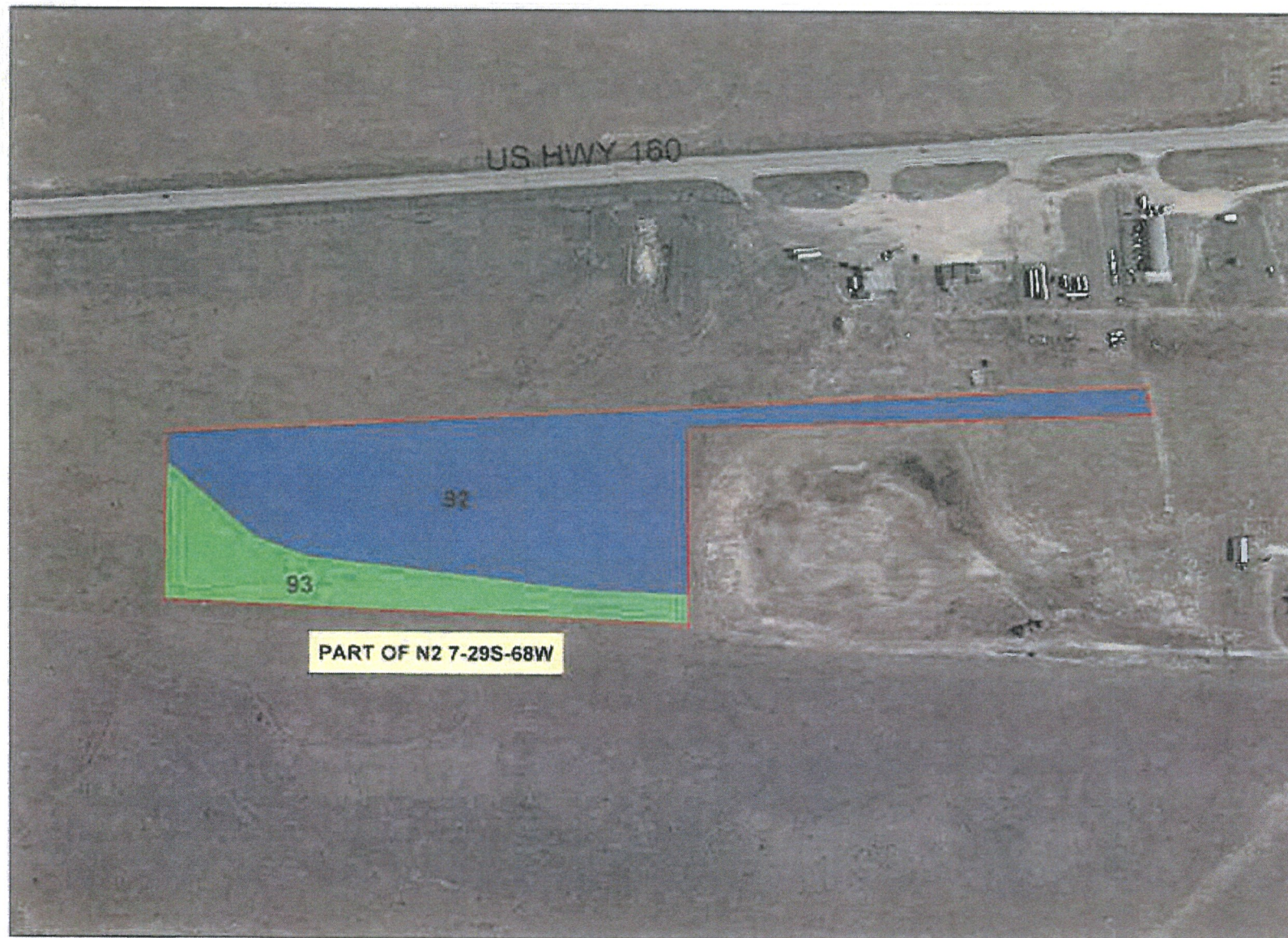
Legal Description: Part N2 7-29S-68W

Field Office: WALSENBURG SERVICE CENTER

Agency: USDA-NRCS

Assisted By: TONY W. ARNHOLD

State and County: CO, Huerfano County, Colorado



### Legend

### Soils Map

### MUSYM

92

93

Resource Inventory (Polygo





## 2016 Town of La Veta- La Veta Town Gravel Pit Location Map

Date: 3/14/2016

Customer(s): TOWN OF LA VETA

District: UPPER HUERFANO CONSERVATION DISTRICT

Approximate Acres: 9.75

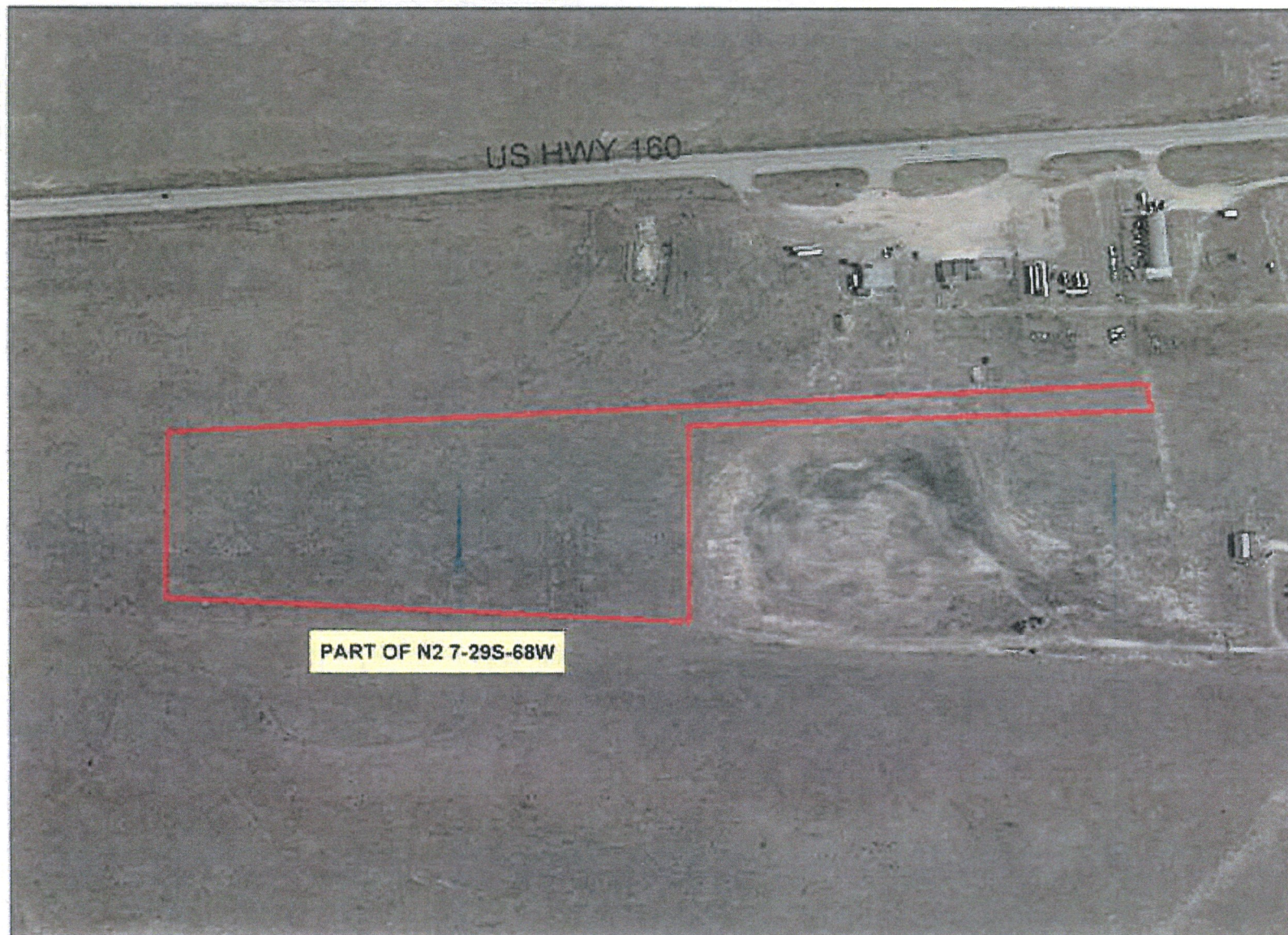
Legal Description: Part N2 7-29S-68W

Field Office: WALSENBURG SERVICE CENTER

Agency: USDA-NRCS

Assisted By: TONY W. ARNHOLD

State and County: CO, Huerfano County, Colorado



### Legend

 Resource Inventory (Polygo





***Soils Inventory Report***

Mon Mar 14 2016 09:04:08 GMT-0600 (Mountain Daylight Time)

Map Unit Symbol	Map Unit Name	Acres	Percent
92	Willowman gravelly sandy loam, 3 to 8 percent slopes	7.6	76%
93	Willowman gravelly sandy loam, 15 to 30 percent slopes	2.4	24%
Total:		10	100%

## Map Unit Description

Huerfano County Area, Colorado

[Minor map unit components are excluded from this report]

**Map unit:** 92 - Willowman gravelly sandy loam, 3 to 8 percent slopes

**Component:** Willowman (90%)

*The Willowman component makes up 90 percent of the map unit. Slopes are 3 to 8 percent. This component is on fan remnants. The parent material consists of cobbly & gravelly alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R049BY210CO Sandy Foothill ecological site. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 28 percent. There are no saline horizons within 30 inches of the soil surface.*

**Map unit:** 93 - Willowman gravelly sandy loam, 15 to 30 percent slopes

**Component:** Willowman (80%)

*The Willowman component makes up 80 percent of the map unit. Slopes are 15 to 30 percent. This component is on fan remnants. The parent material consists of cobbly & gravelly alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R049BY210CO Sandy Foothill ecological site. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 28 percent. There are no saline horizons within 30 inches of the soil surface.*

## Map Unit Description

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 in this report, 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.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

## Map Unit Name

Aggregation Method: No Aggregation Necessary  
Tie-break Rule: Lower

Huerfano County Area, Colorado  
Survey Area Version and Date: 12 - 09/22/2020

Map symbol	Map unit name	Rating	Map unit percent
92	Willowman gravelly sandy loam, 3 to 8 percent slopes	Willowman gravelly sandy loam, 3 to 8 percent slopes	100
93	Willowman gravelly sandy loam, 15 to 30 percent slopes	Willowman gravelly sandy loam, 15 to 30 percent slopes	100



## Map Unit Name

### Rating Options

#### Attribute Name: Map Unit Name

A soil map unit is a collection of soil areas or nonsol areas (miscellaneous areas) delineated in a soil survey. Each map unit is given a name that uniquely identifies the unit in a particular soil survey area.

#### Aggregation Method: No Aggregation Necessary

Aggregation is the process by which a set of component attribute values is reduced to a single value to represent the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsol entity, e.g., rock outcrop. The components in the map unit name represent the major soils within a map unit delineation. Minor components make up the balance of the map unit. Great differences in soil properties can occur between map unit components and within short distances. Minor components may be very different from the major components. Such differences could significantly affect use and management of the map unit. Minor components may or may not be documented in the database. The results of aggregation do not reflect the presence or absence of limitations of the components which are not listed in the database. An on-site investigation is required to identify the location of individual map unit components.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be generated. Aggregation must be done because, on any soil map, map units are delineated but components are not.

The majority of soil attributes are associated with a component of a map unit, and such an attribute has to be aggregated to the map unit level before a thematic map can be rendered. Map units, however, also have their own attributes. An attribute of a map unit does not have to be aggregated in order to render a corresponding thematic map. Therefore, the "aggregation method" for any attribute of a map unit is referred to as "No Aggregation Necessary".

#### Tie-break Rule: Lower

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.

2016  
LA VETA TOWN  
Gravel Pit

Section III

Ecological Site Information

The ecological site for the Gravel pit area is categorized as sandy foothill.

The plant community of the gravel pit area is a mix of grasses and forbs primarily with some shrub species. Grasses account for 75-85% of the plant community while shrubs and forbs make up the balance. The grasses commonly present on this site include: blue grama, western wheatgrass, side oats grama, indian ricegrass, sand dropseed, needle and thread, green needlegrass, little bluestem and bottlebrush squirreltail.

Forbs and shrub community commonly occurring are: dotted gayfeather, scarlet globemallow, broom snakeweed, winterfat, Indian paintbrush, hairy goldaster, purple prairie, skunk sumac and other assorted forbs & shrubs may be present.

2016  
LA VETA TOWN  
Gravel Pit

Section IV

Climate & Elevation

Climatic Features

The climate is semi-arid with annual precipitation averaging 14-18 inches with 50-75% of the precipitation falling between March and September. Mostly snow in March, April and early May. The remainder of the precipitation occurs in the form of showers and intense rain events.

The optimum growing season for native plants is early spring and summer. The frost-free period ranges from 147-181 days. Plant Growth can begin anytime from April 1 to May 1. First killing frost can occur as early as September 1. Temperatures range from 100 to 35 below zero Fahrenheit. July is the warmest month and January- February are the coldest months.

The area commonly has high intensity thunderstorms typically from June thru August. Average wind speeds are 5-7 miles per hour and the most intense wind period is in the spring months.

2016  
LA VETA TOWN  
Gravel Pit

Section V

Reclamation Recommendations  
&  
Seeding Recommendation

Top soil will be stockpiled on site for later use in developing a good firm seedbed.

The final grade work will be such as to leave no slopes in excess of a 3:1 ratio, flatter if possible, in order to assure the development of a good seedbed and to reduce the chances of water erosion on the area.

Any and all Grass seed, Cover Crop seed and Mulch material used on this reclamation project shall be Certified Weed Free.

The seedbed should be established using at least 6 inches of surface material (more if possible). The seedbed will be as clean and as firm as possible to allow proper seeding. A grass drill equipped with depth bands and packer wheels will be used.

**All Livestock used will be deferred until such time as a stand of grass has been established.**

Seeding Recommendation:

<u>Species</u>	<u>% of Mix</u>	<u>PLS/Acre</u>
Blue Grama	30	0.9
Western Wheatgrass	30	4.8
Sideoats Grama	20	1.8
Needleandthread	10	1.1
Indain Ricegrass	5	0.6
Purple Prairieclover	5	0.3
Winterfat	*	0.5

**\*Winterfat added in addition to the full seeding rate**

**See attached CO-ECS-5 for further details on the Seeding Recommendations.**



## Grass Seeding: Part I - Planned

<b>Planner:</b>	Kelsey Ridenoure			<b>Date:</b>	14-Mar-16	
<b>Producer:</b>	2016 LA VETA TOWN Gravel Pit					
<b>MLRA:</b>	48	<b>Contract/Agreement #:</b>	Gravel Pit Reclamation	<b>Item Num:</b>		
<b>Seeding Operation:</b>	<b>Acres to be seeded:</b>	9.75				
	<b>Seedbed Prep:</b>	Intensive: more than 3 tillage operations	<b>Cropland:</b> non-irrigated			
	<b>Planting Dates:</b>	Oct 15 - May 1				
	<b>Planting Depth (in.):</b>	1/4-1/2"				
	<b>Drill Type:</b>	Grass				
	<b>Drill Spacing (in.):</b>	8-10"				
<b>Fertilizer:</b>	<b>Pounds per acre recommended</b>			(planned and applied requires practice standard 590)		
	<b>Nitrogen (N)</b>	<b>Phosphorus (P)</b>	<b>Potassium (K)</b>			
	0	0	0			
<b>Weed Control:</b>	<b>Dates:</b>	As Needed	(planned and applied requires practice standard 595)			
	<b>Description:</b>	mechanical				
<b>Cover:</b>	<b>Amount:</b>	2000 lbs./Acre				
	<b>Description:</b>	Weed Free Grass Hay or Straw				
	<b>Application Method:</b>	Crimped 2-3"				

Seed Recommendations:							
Species	Variety (table 6: PMTN 59)	PLS Rates Irr/Non-Irr	PLS/Ac to use (100%)	% in mix	Rate (PLS lb/ac)	Acres to be seeded	Total PLS
Blue grama	0.0	3.0 / 1.5	3.0	30	0.9	9.8	8.8
Western wheatgrass	0.0	16.0 / 8.0	16.0	30	4.8	9.8	46.8
Sideoats grama	0.0	9.0 / 4.5	9.0	20	1.8	9.8	17.6
Needleandthread	0.0	11.0 / 5.5	11.0	10	1.1	9.8	10.7
Indian ricegrass	0.0	8.0-12.0 / 4.0-6.0	12.0	5	0.6	9.8	5.9
Purple prairieclover		6.0 / 3.0	6.0	5	0.3	9.8	2.9
Winterfat seeded @ 0.5 lb.	#N/A	#N/A	0.5	0	0.0	9.8	0.0
<b>Totals</b>			57.5	100.0	9.5	9.8	92.6

Notes: Use adapted improved varieties and cultivars in the following order of preference, when available:

1. certified name varieties, 2. named varieties, 3. common seed

PLS = Pure Live Seed

Double drilled seeding rate to obtain broadcast seeding rate.

Certified Planner:

Kelsey Ridenoure CCP# 259

Date:

3-14-16

## **EXHIBIT "E"**

There are no recorded Easements, see Exhibit "A" for Topo map.

## **EXHIBIT "F"**

### **List of other permits and Licenses Required**

**Rocky Ryan, Colorado Crushing, 7707 3R Rd., Beulah, CO., will be the Contractor for crushing at this permitted site. He has all APEN #'s and licenses necessary.**

**County permits were waived, see letter in Exhibit "I"**

**No other permits are required at this site.**

## **EXHIBIT "G"**

### **Source of Legal Right-to-Enter**

**The Town of La Veta has entered into a ten (1) year lease with the Owner of the permitted pit, (lease is attached)**



## **ORDINANCE # 286**

### **AN ORDINANCE TO ENTER INTO A GRAVEL PIT LEASE BETWEEN THE TOWN OF LA VETA AND JEREMIAH MASON.**

**WHEREAS**, the Town of La Veta desires to enter into a gravel pit lease with Jeremiah Mason whose address is 1315 County Road 451, La Veta, Colorado, Huerfano County; and

**WHEREAS**, the plot of land is located at 1315 County Road 451, La Veta, Colorado, Huerfano County and will be used to crush gravel for use for the Town of La Veta; and

**WHEREAS**, the Town of La Veta Board of Trustees feel it is necessary to enter into a lease for a term beginning on January 1, 2016 and ending on December 31, 2026 and can be reviewed for renewal by both parties at the end of the term; and

**WHEREAS**, the terms and conditions of the lease are attached hereto and made a part of this ordinance.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LA VETA,  
COLORADO, that:**

Section 1.      Description of Property:

Said Lot 2 more particularly described as follows; A portion of the North ½ of section 7, township 29 south, range West of the 6<sup>th</sup> P.M. lying south of Colorado Highway No. 160 and being more particularly described as follows: Beginning at the east ¼ corner of said section 7, thence N 87° 12' 52" W along the south line of the north ½ of said section 7 a distance of 2,791.12 feet; thence N 03° 54' 00" W a distance of 763.08 feet to the south right of way of Colorado Highway No. 160; thence N 86° 06' 00" E along said south right of way a distance of 127.45 feet; thence S 03° 52' 19" E a distance of 400.02 feet; thence N 86° 06' 21" E a distance of 2178.16 feet; thence N 03° 53' 43" W a distance of 399.91 feet to the south right of way of Colorado Highway No. 160; thence N 86° 06' 32" E along said south right of way a distance of 558.88 feet to the east line of said section 7; thence S 00° 56' 42" W along the east line of said section 7 a distance of 1091.50 feet to the point of beginning, County of Huerfano, State of Colorado.

Section 2.      Rental:

Annual rent to Jeremiah Mason will be in the amount of \$2,000.00 on or before the effective date and each anniversary thereof. A Royalty amount of .50/ton of the value of all aggregate produced or saved from the Lease Premises, (as per the terms of the lease attached)

Section 3.      Validity. If any part or parts of this ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees, hereby declares that it would have passed this ordinance and each

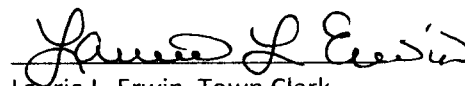
part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 4. Repeal. Existing part or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking of effect of this ordinance.

Section 5. Severability. If any paragraph, clause or provisions of this ordinance is judicially adjudged invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining paragraphs, clauses or provisions hereof, the intention being that the various paragraphs, clauses or provisions hereof are severable and would have been adopted by the Board of Trustees even in the absence of the provision adjudged invalid or unenforceable.

**INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED, this 5th day of January, 2016.**

  
Douglas R. Brgoch, Mayor  
Town of La Veta

  
Laurie L. Erwin, Town Clerk  
Town of La Veta



**GRAVEL PIT LEASE  
BETWEEN THE TOWN OF LA VETA AND JEREMIAH MASON**

THIS LEASE is made and entered into this 5<sup>th</sup> day of January, 2016, by and between Jeremiah Mason, whose address is 1315 County Road 451, La Veta, Colorado 81055, (hereinafter referred to as "Lessor") and the Town of La Veta whose address is 111 W. Moore Ave, P. O. Box 674, La Veta, Colorado 81055, (hereinafter referred to as "Lessee").

**1. DEFINITIONS.**

- 1.1 "Authorized Officer" means any entity or individual authorized to perform duties with respect to this Lease of the regulations applicable hereto.
- 1.2 "Effective Date" means the first day of the month following the date of approval of this Lease.
- 1.3 "Aggregate" means any combination of sand, gravel, and crushed stone in their natural or processed state.
- 1.4 "Sand and Gravel" means any unconsolidated mixture of fine and/or course aggregate material found in a natural deposit.
- 1.5 "Aggregate Mining" includes but it is not limited to the physical extraction of rock or sand and gravel from natural sources, whether by surface or underground means, and their processing by crushing and screening to yield final marketable aggregate products.
- 1.6 "Reclamation Activities" shall mean those actions required under applicable law including, but not limited to the restoration of the mined land to original contour, use, or condition or those actions, required to close Lessee's activities in and on the entire leasehold in compliance with applicable laws and regulations, as the context requires.

**2. LEASE PREMISES**

**2.1 Lease of Premises**

For and in consideration of the payments to Lessor herein provided and the covenants of Lessee herein contained, Lessor hereby grants, lease, and let exclusively unto Lessee for the purposes of investigating, exploring, prospecting, drilling, mining for, and producing aggregates, building roads, tanks, and other structures thereon to produce, save, take care of, treat, transport, and own such products, and performing any required Reclamation Activities on the following described tracts of land situated and more particularly described as follows and as shown in the attached map:

Said Lot 2 more particularly described as follows: A portion of the North ½ of section 7, township 29 south, range West of the 6<sup>th</sup> P.M. lying south of Colorado Highway No. 160 and being more particularly described as follows:

Beginning at the east ¼ corner of said section 7, thence N 87° 12' 52" W along the south line of the north ½ of said section 7 a distance of 2791.12 feet; thence N 03° 54' 00" W a

distance of 763.08 feet to the south right of way of Colorado Highway No. 160; thence N 86° 06' 00" E along said south right of way a distance of 127.45 feet; thence S 03° 52' 19" E a distance of 400.02 feet; thence N 86° 06' 21" E a distance of 2178.16 feet; thence N 03° 53' 43" W a distance of 399.91 feet to the south right of way of Colorado Highway No 160; thence N 86° 06' 32" E along said south right of way a distance of 558.88 feet to the east line of said section 7; thence S 00° 56' 42" W along the east line of said section 7 a distance of 1091.50 feet to the point of beginning. County of Huerfano, State of Colorado.

2.2 Limitation on Use of Lease Premises: Additional Purposes.

The Lease premises shall not be used by Lessee for any purpose or purposes other than those specified above, specifically granted elsewhere in this Lease, and Lessee agrees to use the Leased Premises only for these purposes. However, Lessee may use the Leased Premises for any additional lawful purpose when specifically authorized hereafter by written consent of Lessor, which consent may be withheld, granted, or granted upon conditions, in the reasonable discretion of Lessor.

2.3 Reservations.

2.3.1 Mineral Estate.

The Lessor expressly accepts from this agreement and reserves to himself, all minerals of every kind and character in, on, and under the Leased Premises, other than the commercial aggregate as herein defined. However, the movement or use of soils, sand, and rock by Lessee for the purpose of constructing and improving the leased Premises as required by this Lease shall be permitted and shall not be construed as mining.

2.3.2 Surface Estate.

The Lessor reserves the right, subject to the superior right of Lessee to use so much of the surface of the Leased Premises as is necessary for Lessee to exercise the rights granted under this Lease, to lease, sell, or otherwise dispose of the surface of the Lease Premises. Lessor may use said land and the surface thereof to investigate, explore, prospect, drill, and mine for, and produce all such other minerals, including but not limited to the right to construct, operate, and maintain works, buildings, plants, waterways, roads, communication lines, pipelines, reservoirs, tanks, pumping stations, wells, offices, utilities and other structures necessary or convenient for enjoyment of the rights excepted and reserved hereunder.



### 3. CONDITION OF LEASED PREMISES.

#### 3.1 Examination of Leased Premises: No Warranties.

Lessee has examined and knows the Leased Premises. No warranted or representations, express or implied, as to the condition or status of the Leased Premises have been made by Lessor or any agent of Lessor prior to or at the time of execution of this Lease. Lessee warranted that it has not relied on any warranty or representation made by or for Lessor, but has relied solely upon Lessee's independent investigation.

#### 3.2 Access to Leased Premises.

Lessor hereby grants to Lessee the non-exclusive right for continuous ingress and egress by motor vehicles (including trucks) and on foot over the lands of Lessor from any established highway or secondary road to the perimeter of the Leased Premises as may be reasonably necessary to carry on the work authorized herein; provided, that Lessor shall not be required to make any expenditure of money to construct or maintain any such route. Such ingress and egress shall be by the least damaging route to the Leased Premises and construction of permanent roadways shall be subject to the prior approval of the Lessor. Lessee shall be responsible for repairing any material damage done or caused to be done to Lessor's land by Lessee in exercising this right and Lessee shall bear the cost and expense of such repair.

### 4. TERM.

The term of this Lease shall be ten (10) years ("Term"), beginning on the effective date of this Lease with a preferential right (first right of refusal) in Lessee to renew this Lease for a successive period of ten (10) years upon such reasonable terms and conditions as may be agreed to by the Parties hereto, unless otherwise provided by law, upon the expiration of the Term. The environmental releases and indemnifications contained in Section 80 of this Lease shall survive the expiration or termination of this Lease.

### 5. PAYMENTS TO LESSOR.

5.1 Lessee covenants and agrees to pay to the Lessor the following payments ("Lease Payments) for use of the Leased Premises.

5.2 Annual Rental. Lessee shall pay to Lessor the amount of \$2,000.00 on or before the Effective Date and each anniversary thereof an Annual Rental in advance during the continuance hereof. The Annual Rental shall not be credited against royalty, or prorated or refunded for any reason whatsoever.

5.3 Royalty. Royalty of .50/ton of the value of all aggregate produced or saved from the Leased Premises, save and except aggregate used by Lessee for required development and operational purposes on the Leased Premises which aggregate shall be royalty free.

Lessee is not authorized to sell any such aggregate, nor shall Lessee remove such aggregate from the Leased Premises, except for the construction and maintenance of access roads or other improvements for Lessee's operations on the Leased Premises.

5.4 Payments. All payments due hereunder shall be paid in advance without prior written notice or demand on or before their due date in accordance with applicable laws and regulations.

5.5 Inspections. Lessee agrees to allow Lessor and its agents or any authorized representative, to enter, from time to time, upon and into all parts of the Leased Premises for the purposes of inspections, and shall further agree to keep a full and correct account of all operations and make reports thereof, as required by the regulations governing operations on the Leased Premises. Lessee's books and records pertaining to the Leased Premises shall be open at all times for audits relating to the scope, nature, and extent of compliance with this Lease or with applicable laws, regulations, or orders by Lessor or others as shall be instructed in writing or authorized by regulations to make such audit. Lessor shall provide reasonable notice to Lessee of its intent to audit Lessee's books and records. Lessee shall maintain its books and records and they shall be available for audit for the maximum period required by applicable law or regulations.

## 6. THE LESSEE AGREES.

6.1 Laws and Regulations- That operations under this lease are subject to all applicable regulations governing the development of aggregate specified in, but not limited to Colorado Revised State Statutes.

6.2 Lessee shall use the Best Practices of mining and processing available to allow the highest level of recovery for profitable extraction.

6.3 Liability for Damage. The Lessee is liable for any damage resulting from his operations under this lease, including injury to the Lessor, the tenants, licensees, and surface owners, and for any damage to, or destruction of property caused by the Lessee's operations under this lease. The Lessee agrees to save and hold harmless the Lessor and its representatives and employees, licensees, and the surface owners of their tenants from all suits for injury or claims, for damage to persons and property resulting from the Lessee's operations under this lease.

6.4 Operational Instructions- To abide by the following operational instructions.

6.4.1 A copy of this lease shall at all times be in the possession of the Lessee.

6.4.2 The Lessee shall conduct all operations authorized in this lease with due regard to preventing unnecessary damage to vegetation, timber, soil, water resources, roads, bridges, cattle guards, fences, and to all improvements, including construction operation and maintenance facilities on or connected with the acreage under this lease.

6.4.3 All gates shall be left open or closed, as found.

6.4.4 No vehicle may be driven over a fence, unless prior consent is obtained from the owner of the fence or from the person responsible to the owner for the fence.

Lessee shall, immediately after each crossing of the fence, return the fence to as good condition as found.

- 6.4.5 Vehicles shall be operated at a reasonable speed and additional caution shall be exercised in the operation of a vehicle in the vicinity of livestock.
- 6.4.6 Paper, cans, wire, and other refuse shall be removed.
- 6.4.7 Any fire started by Lessee shall be properly confined in a metal container and extinguished before leaving.
- 6.4.8 During the field operations, no employee of the Lessee or contractor may hunt, fish or carry firearms within the area covered by this lease.
- 6.4.9 Preservation of Antiquities. It will be the responsibility of the Lessee to obtain necessary archaeological clearance in accordance with the Antiquities Act of June 8, 1906 (34 Stat.225) and Archaeological Resources Protection Act of 1979 (P/L/ 96-95) which forbid the disturbance, destruction or removal of any specimens of archaeological interest without an approved permit to excavate or remove any archeological resources. The Lessee shall immediately notify the Lessor upon discovery of any specimens of archaeological interest describing the location.

## 7. ASSIGNMENT SUBLEASE OR TRANSFER.

- 7.1 Lessee shall not assign this Lease or any interest therein by an operating agreement or otherwise, shall not sublet any portion of the Leased Premises, and shall not transfer any interest herein, except with the approval of Lessor, which approval shall not be unreasonably withheld. No sublease, assignment, or transfer shall be valid or binding upon Lessor without Lessor's written approval, and then only upon the condition that the sublease, assignee, or transferee shall agree in writing to be bound by all provisions of this Lease, including but not limited to the release and indemnification requirements. If this Lease is divided by the assignment, sublease, or transfer of an entire interest in any part, including a stratigraphic horizon each part shall be considered a separate lease under all the terms and conditions of this original lease, including any modifications or renewals approved in conjunction with the approval of such assignment or transfer. Lessor's approval of one sublease, assignment, or transfer shall not validate a subsequent sublease, assignment, or transfer, and the restrictions of this Section shall apply to each sublease, assignment, or transfer hereunder and shall be severely binding upon each and every sublease, assignee, transferee, and each and every corporate successor or other successor in interest of Lessee.
- 7.2 This Section shall not apply to a mortgage, security interest, or other encumbrance of this Lease for purposes financing operations related to the Leased Premises. This Section shall not apply to any assignment or transfer if the assignment or transfer is to any person, firm, corporation, or other business entity which is owned or controlled by Lessee, in whole or in part, nor by a subsidiary or affiliate of Lessee and which owns or control Lessee, in whole or in part, and of which Lessee is a subsidiary or affiliate, except that Lessee by written notice shall notify Lessor of such assignment or transfer. The term "control" shall mean the direct or indirect power to direct or cause the direction

of the management and policies of Lessee, or its parent corporation, whether through the ownership of voting securities, by contract, or otherwise.

## 8. INDEMNIFICATION AGREEMENT

- 8.1 Indemnification. Lessee agrees to indemnify, protect, release, and hold harmless Lessor from and against all losses, liabilities, damages, costs, investigations, Obligations, claims, penalties, causes of action, monitoring costs, and expenses (including but not limited to reasonable attorney fees, consultant fees and costs, except fees and costs, laboratory testing, remediation and settlement costs, and claims including, without limitation, third-party claims, whether for personal injury or real or personal property damage or otherwise, or administrative and informal proceedings) ("Losses"), incurred by Lessor and resulting or arising from Lessee's acts or omissions in connections with; (i) any breach of any representation, covenant, or warranty made by Lessee in this Lease or in any certificates or other instruments delivered by or on behalf of Lessee pursuant thereto; (ii) any violations of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2201 et seq., and the regulations there under (the "WARN Act"); (iii) the use, non-use, storage, release, disposal, or generation by Lessee, or its agents, employees, contractors, or invitees, of any hazardous material in, on, under, or about the Leased Premises; or (iv) any accident, injury to, or death of persons, or loss of or damage to property occurring on or about the Leased Premises or any portion thereof.
- 8.2 The indemnification referred to above shall specifically cover Losses incurred in connection with the investigation or monitoring of site conditions, any cleanup, containment, remedial, removal, or restoration work required by applicable law and performed by any federal, state, or tribal governmental agency or political subdivision or performed by any nongovernmental entity or person because of the presence or suspected presence or release or threatened or suspected release of any Hazardous materials in or into the air, soil, groundwater, or surface water at, on, under, or above, the Leased Premises, and Losses arising from any claims of third parties for loss or damage due to such presence or release of Hazardous Materials, resulting or arising from Lessee's acts or omissions.
- 8.3 If any investigations, testing, or monitoring of site conditions or any cleanup, containment, restoration, removal, or other remedial work (collectively the "Remedial Work") is required under any applicable law or regulation, by any judicial order, or by any governmental entity, or is required to comply with any agreements of Lessee affecting the Leased Premises, then Lessee is obligated to indemnify Lessor, and Lessee shall either perform or cause to be performed the Remedial Work in compliance with such law, regulation, order, agreement, or recommendation, or shall promptly reimburse Lessor for the necessary cost of such Remedial Work. All costs and expenses of such Remedial Work shall be paid either directly, or in the form of reimbursement to Lessor, by Lessee including, without limitation, the charges of the contractor(s) and/or the consulting engineer, and Lessor's reasonable attorney and paralegal fees and costs incurred in connection with monitoring or reviewing such Remedial Work. If Lessee



shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lessor may cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be Losses within the meaning of 8.3 above.

- 8.4 If the facts giving rise to any indemnification provided for herein shall involve any actual or threatened claim or demand by any person other than a Party hereto, Lessee shall be entitled, upon its election by written notice given to Lessor within fifteen (15) days of receiving notice of such claim or demand or, in case of summary proceeding, five (5) days after the date on which notice of the claim or demand is given to Lessee (without prejudice to the right of Lessor to participate at its expense through counsel or its own choosing) to assume the defense or prosecution of such claim and any litigation resulting there from its expense and through counsel of its own choosing, provided however, that, if by reason of the claim of such third party, a lien, attachment, garnishment, or execution is placed upon any of Lessor's property or asset, Lessee, if it desire to exercise its right to defend or prosecute such claim or litigation, shall furnish a satisfactory indemnity bond to obtain the prompt release of such lien, attachment, garnishment, or execution; and provided further, that Lessor shall control the defense of itself in any litigation instituted against it without prejudice to its rights to be indemnified hereunder or to participate in such action, if not named as a party.
- 8.5 If Lessee assumes the defense or prosecution of any such claim or litigation, it shall take all steps necessary in the defense, prosecution, or settlement of such claim or litigation and shall hold Lessor harmless from and against all losses caused by or arising out of any settlement thereof or any judgement in connection therewith (other than its expenses for participating in such defense, prosecution, or settlement). Lessee shall not, in the defense or prosecution of such claim or litigation, except with the written consent of Lessor, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving to Lessor by the third party or a release from all liability regarding such claim or litigation. Lessor shall cooperate in the defense or prosecution of such claim or litigation. If the Lessee fails to assume the defense or prosecution of any such claim or litigation, Lessor may defend against or prosecute such claim or litigation in such manner as it may deem appropriate and may settle such claim or litigation, after giving written notice thereof to Lessee, on such terms as Lessor may deem appropriate and Lessee will promptly reimburse Lessor for the "losses" incurred as a result of such settlement, together with the amount of all reasonable legal and other expenses incurred by Lessor in connection with the defense, prosecution, or settlement of such claim or litigation. If no settlement of such claim or litigation is made, Lessee shall promptly, reimburse Lessor for the amount of any judgement rendered with respect to such claim or such litigation and for all reasonable expenses, legal and other, incurred by Lessor in connection with any such judgment.
- 8.6 Payment of Losses. Each loss determined to be payable by Lessee under the terms hereof shall be paid to Lessor within thirty (30) days after the date on which Lessee is notified in writing of such amount. Each such notice shall contain an itemization of the damages, expenses, costs, and liabilities comprising the Loss, certified to be true and correct by Lessor or its legal representative.

9. IDENTIFICATION OF HAZARDOUS MATERIALS

- 9.1 If at any time either Party shall become aware of, or have reasonable cause to believe, that any Hazardous Material have come to be located in, on, under, or about the Leased Premises, the discovering Party shall, immediately upon discovering such presence or suspected presence of Hazardous Materials, give written notice of that condition to the other party. In addition, each Party shall immediately notify the other, in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened relating to any Hazardous Materials on the Leased Premise; (ii) any claim made or threatened by any person against either Party relating to damages, losses, or injury claimed to result from the presence or threat of Hazardous Material on or to the Leased Premises; and (iii) any reports made to any state, or federal environmental agency arising out of or in conjunction with any hazardous materials on the Leased Premise, including but not limited to any complaints, notices, warnings, or asserted violations in connection therewith, of which the Party becomes aware. Each Party shall also supply the other as promptly as possible, and in any event within five (5) business days after receiving, such copies of all claims, reports, complaints, notices, warning, or asserted violations relating in any way to the Leased Premises or use thereof.
- 9.2 The provisions of this section 9, shall not apply to the Hazardous Materials brought onto the Leased Premises by Lessee or naturally occurring on the Leased Premises, and used routinely in the development of aggregate operations. Lessee shall report in writing to the Lessor during December of each year a description of the Hazardous Materials brought on to the Leased Premise by Lessee during the previous twelve months. The report also shall describe the then current location and status of all Hazardous Materials on the Lease Premises.

10. HOLD HARMLESS

- 10.1 Neither Lessor nor their officers, agents, or employees shall be liable for any loss, damage, death, or injury of any kind whatsoever to the person or property of Lessee, any sub lessees, or any other person, whomsoever which may be caused by Lessee's use of the Lease Premises or by any defect in any structure Lessee may erect thereon, arising from any accident, fire, other casualty on the Leased Premises, or other cause whatsoever, and Lessee hereby releases and agrees to hold harmless Lessor and their officers, agents and employees from such liability, except to the extent such loss, damage, death, or injury results from the negligence of the Lessor or their officers, agents or employees.

11. NON-RESPONSIBILITY NOTICES.

Prior to the commencement of construction of each improvement on the Leased Premises, any substantial repair or alteration thereto, or substantial work or labor thereon, Lessee shall post notices on Lessors behalf stating that Lessor shall not be responsible for any accident, injury to, or death of persons, or loss of or damage to property resulting from Lessee's activities. The language and size of such notices will be approved by Lessor's attorneys. If such notices are not approved within ten (10) business days of the receipt thereof, the notices shall be deemed approved.

12. PUBLIC LIABILITY INSURANCE.

At all times during any Term of this Lease, Lessee shall carry public liability insurance in the primary amount of \$1,000,000.00 per claim or incident with coverage for personal injury, bodily injury, including death, and property damage resulting for each incident.

13. WORKERS' COMPENSATION AND OCCUPATIONAL DISEASE INSURANCE APPLICABLE LAW.

Lessee agrees to carry such insurance covering all Lessee's employees working in, on, or in connection with the Leased Premises as will fully comply with the provisions of the statutes of the State of Colorado covering worker's compensation and occupation disease as such statutes are now in force or as they may be amended. Further, Lessee agrees to comply with all terms and provisions of all applicable laws of Lessor and the United States, as now exists or as may be amended, pertaining to Social Security, unemployment compensation, wages hours, and conditions of labor; and to indemnify and hold Lessor harmless from payment of any damages occasioned by Lessee's failure to comply with such law.

14. FORCE MAJEURE.

If Lessee is prevented from drilling or conducting other operations for the purposes of obtaining or restoring production of aggregate from the Lease Premise by fire, flood, storm, act of God, or any cause beyond Lessee's control (including but not limited to governmental law, order, or regulation, labor disputes, war, inability to secure men, materials or transportation, or inability to secure a market) then the performance of any such operations shall be suspended during the period of such prevention, provided that this provision shall not suspend nor delay the time for the payment of any payments payable under the provisions of this Lease.

15. LIENS TAXES ASSESSMENTS AND UTILITY CHARGES.

15.1- Taxes Lessee shall comply with reporting requirements. From time to time, the Parties shall give due consideration to any proposal from the other party regarding tax relief, restricting, or other forms of incentives in order to obtain values from the premises, including increased production that is limited by dual taxation by the State of Colorado upon presentation of proposed activities or structures that may provide mutual benefits to Lessor and Lessee.

- 15.2 Lessee to Discharge Liens and Taxes Prior to Enforcement or Delinquency. Lessee shall pay before delinquent all applicable taxes, assessments, license, fees, and other like charges levied during any Term of this Lease upon or against the Leased Premises, any interest therein and property thereon for which either Lessor or Lessee, as a result of Lessee's action, may become liable. Upon written application, Lessee shall furnish Lessor written evidence, duly certified ; that any and all applicable taxes required to be paid by Lessee have been paid, satisfied, or to otherwise discharge. Lessee shall not permit to be enforced against the Leased Premises, or any part thereof, any liens arising from any work performed, materials furnished, utility charges, or obligations incurred by Lessee. Lessee has the right to contest any federal or state or county claim, asserted tax, or assessment against the Leased Premises in any manner that will not result in enforcement of any lien resulting there from, subject to applicable law. Lessor shall execute and file any appropriate documents with reference to the applicability of state and local taxes to the Leased Premise when requested by Lessee. In addition to the Lease payments, taxes and other charged herein described, Lessee shall pay all charges for water, sewage, gas, electricity, telephone, and other utility services supplies to Lessee on the Leased Premise.
- 15.3 Lessor May Pay-Liens or Charges Payable to Lessee. Lessor shall have the option to pay any lien or charge payable by Lessee under this Lease, or settle any action therefore, if Lessee, after written notice from Lessor, fails to pay, post bond, or take other action to protect against enforcement. All costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by lessee upon demand with interest from the date of demand to the date of payment, computed on an annual rate of three 3% on the first day of the month in which demand is made by Lessor. Failure to make such repayment on demand shall constitute a breach of this Lease.
- 15.4 Lessee's Right to Challenge or Defend. Nothing in this section shall prevent Lessee from challenging or defending against any tax reporting requirement, lien, assessment, license, fee, or charge of any federal, state, county, or municipal government, or any other entity or person. Lessee shall have full right and power to assert any such challenge or defense; provided that nothing in this Section shall increase or decrease the rights and obligations of the Parties.

## 16. SURRENDER

Lessee shall have the right at any time during the term hereof to surrender and terminate this Lease or any part thereof upon the payment of all rentals, royalties, and other obligations then due and payable to Lessor. In event restrictions have not been removed upon a showing satisfactory that full provision has been made for conservation and protection of the Leased Premises and the proper abandonment of all wells drilled on the portion of this Lease surrendered, this Lease will continue in full force and effect as to the Leased premises not surrendered. If this Lease has been recorded, Lessee shall file a recorded release with his application to the Authorized Officer for termination of this Lease.



## 17. DISPUTES

- 17.1 Disputes Subject to Arbitration. Either party may submit any dispute concerning the construction of this Lease or the respective rights and liabilities of the Parties hereunder, to arbitration. Arbitration proceedings shall take place under the procedures set forth in this Article.
- 17.2 Initiation of Arbitration Selection of Arbitrators. If the Parties are unable to negotiate an amicable resolution of any dispute within a reasonable period of time, deemed to be not more than thirty (30) days unless otherwise agreed by the Parties, either Party may refer the matter in dispute to arbitration by providing written notice to the other party. Within thirty (30) days of the receipt of such written notice, the Parties shall by mutual agreement select an arbitrator to conduct arbitration proceedings. If the Parties can agree within such period upon the nomination of a single arbitrator for the dispute, such person shall serve as sole arbitrator of the dispute. If the Parties do not agree upon the nomination of a single arbitrator within such thirty (30) day period, each Party shall nominate an arbitrator by serving on the other Party a notice identifying its arbitrator within seven (7) days after the 30<sup>th</sup> day, and those two arbitrators shall nominate the third to serve with them within fourteen (14) days after the date the latter of them is nominated. In the event the two arbitrators fail for any reason to name the third arbitrator within fourteen (14) days after the nomination of the last nominated one of them, then the third arbitrator shall be chosen by the American Arbitration Association. The arbitrator shall be qualified by training and experience to resolve the dispute, and a sole or third arbitrator shall be impartial.
- 17.3 Arbitration Procedures. The arbitrator(s) shall, unless otherwise agreed to by the Parties, commence proceedings within sixty (60) days, after their appointment and hold proceedings providing each Party a fair opportunity to present its side of the dispute, together with any comments or other evidence relevant to resolution of the dispute. The American Arbitration Association's then-current rules for commercial arbitration shall be utilized. A court reporter shall make a transcript of any hearing. The Parties and the arbitrator(s) shall use their best efforts to conclude any hearing within ten (10) business days and, except for extraordinary reasons or unless otherwise agreed to by the Parties, no continuances shall be granted by the arbitrator(s) without the agreement of all Parties. The arbitrator(s) may render a decision at the close of the hearing, or may request briefs on any and all issues. Any and all such briefs, shall be filed within the terms and on the schedule set by the arbitrator(s), but in any event no later than sixty (60) days following the conclusion of the hearing. The arbitrator(s) shall render a decision within sixty (60) days from the conclusion of the briefing. If no award

is rendered within such time, unless the parties agree otherwise, a new arbitrator shall be selected as described above, but the new arbitrator shall render a decision solely upon review of the record of the hearing without a further hearing. The arbitrator decision shall be signed by the arbitrators(s). The arbitration decision shall be final and binding upon the Parties unless, during or following completion of the arbitration proceedings, the Parties have met and arrived at a different resolution.

17.4 Recourse to Other Remedies. Exercise of any of the remedies outlines in this Lease shall not exclude recourse to any other remedy in law or equity for breach of this Lease.

17.5 Bankruptcy, Dissolution or Receivership. If proceedings in bankruptcy or for reorganization of Lessee or for the readjustment of Lessee's debts, under the federal Bankruptcy Code, as amended, or part thereof, or under any other laws, whether state, or federal, for the relief of debtors, now or hereafter existing, are commenced against Lessee and not discharged within thirty (30) days of commencement, or a receiver or trustee shall be appointed for Lessee or for any substantial part of Lessee's assets, or any proceedings shall be instituted for the dissolution or the full or partial liquidation of the business of Lessee and such receiver or trustee is not discharged within thirty (30) days of its appointment, or such proceedings are not discharged within thirty (30) days of their commencement may constitute a breach of this Lease at the election of Lessor and the Secretary should they deem themselves insecure or deem their rights impaired or infringed. Furthermore, Lessor is hereby declared to be a first preferred creditor. With respect to any such insolvency or bankruptcy proceedings, nothing in this Lease shall constitute interference with self-government, a waiver of the sovereign immunity of Lessor from suit in any court or any agreement by the lessor that the Bankruptcy Code, Title 11, United States Code, or amendments thereto, applies to Lessor, Lessee, or Lessee's activities on the Leased Premises.

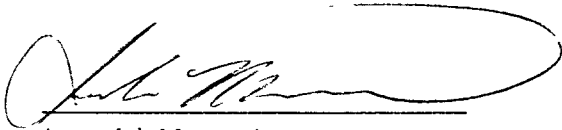
17.6 Expenses of Dispute Resolution. The reasonable expenses of dispute resolution regarding this Lease, whether by arbitration or judicial enforcement, including but not limited to attorney fees and expenses, shall be paid by the losing Party, or, in the event each Party is partially successful, shall be appointed between the Parties in the reasonable discretion of the arbitrators or judge, whichever is applicable. If any such dispute is resolved by settlement between the Parties, each Party shall bear its own expenses. Nothing in this section shall amend or limit the provisions for payment of such costs and expenses contained in Section 5.

18. GOVERNING LAW: CHOICE OF LAW: This lease shall be governed by the laws of the State of Colorado and the laws of the United States, now effect, or amended or entered hereafter, as applicable. Lessee agrees to abide by and conform to any and all applicable federal and state regulations now or hereafter in force relative to this Lease, including but not limited to the conservation, production, or marketing of aggregate. No laws or regulations which become effective after the date of approval of this Lease shall operate to effect the duration of this Lease, rate of royalty, rental, or acreage unless agreed to in writing by all the Parties to this Lease.

19. NOTICES: All notices or demand required or permitted to be given hereunder shall be in writing and shall be (i) delivered by first class, certified or registered mail to the postal service of the United States of America postage prepaid or (ii) hand-delivered by courier or overnight delivery service at the address shown below, or to such other address as such Party may designate by notice as provided herein. All such notices and demands shall be considered to have been given, it in compliance with this Section, on the fifth day after such notice is postmarked by the United States Postal Service, or, if the notice or demand is hand delivered by courier or overnight delivery service on the date of actual delivery to the address of the Party to whom the notice or demand is addressed.
20. TERMINATION OF FEDERAL TRUST. Nothing contained in this Lease shall operate to delay or prevent a termination of any federal trust responsibilities with respect to the Leased Premises by the issuance of a fee patent or otherwise during the term of this Lease; however, such termination shall not serve to abrogate this Lease. The owners of the Leased Premises and Lessee and their surety or sureties shall be notified of any such changes in the status of the Leased Premies.
21. DELIVERY OF PREMISES. At the termination of this Lease, Lessee will peaceably and without legal process deliver up the possession of the Leased Premises reclaimed in accordance with law.
22. LEASE BINDING. This lease and the convent's, conditions, and restrictions hereof shall extend to and be binding upon the corporate successors, heirs, assigns, personal representatives, and administrators of the Parties hereto.
23. CONSENTS, REASONABLENESS, GOOD FAITH. Neither Party shall unreasonably deny, withhold, or delay any consent or approval required or contemplated for any reason or transaction proposed to be taken or made hereunder. The Parties agree to cooperate fully with each other and to act reasonably and in good faith and in a timely manner in all matters hereunder so that each of them may obtain the benefits to which they are entitled hereunder and for which they have negotiated. Both Partied agree to negotiate in good faith and without delay as to all matters requiring negotiations.
24. HEADINGS. The headings to the various sections of this Lease are inserted only for convenience of reference and are not intended, nor shall they be contrasted, to modify, define, limit, or expand the intent of the Parties.
25. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between the Parties concerning the subjects of this Lease. There are no other oral or written agreements between the Parties and there are no other contingent matters or conditions which constitute a part of this Lease other than as stated herein, unless environmental warranties are also required under separate document entered into in connection herewith. The Parties mutually agree that by the execution of this Lease any and all other prior agreements between the Parties concerning the subjects of this Lease are rescinded and held void and unenforceable for the mutual

consideration of the Parties. The Parties specifically warrant and represent that they shall not cause, either directly or indirectly, this Lease to be altered, amended, modified, canceled, or terminated, except as provided herein. The Parties may by mutual written agreement alter, amend, waive, or modify this Lease agreement.

26. SEVERABILITY. Lessor and Lessee agree that, if any one or more of the provisions of this Lease shall, for any reason, be held invalid, illegal, or unenforceable against either Party hereto by any court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to render it lawful and enforceable, or if such modification is not possible without materially altering the intention of the Parties hereto, then such provision will be severed here from. The validity of the remaining provisions of this Lease shall not be affected by such holding and this Lease shall thereafter be construed by Lessor and Lessee, to the greatest extent possible, to give substance and effect to the originally expressed intentions of the Parties.



Jeremiah Mason, Lessor  
1315 County Road 451  
La Veta, Colorado 81055



Douglas R. Brgoch, Mayor  
Town of La Veta, Lessee  
111 W. Moore Ave.  
La Veta, Colorado 81055



**EXHIBIT "H"**

**Municipalities within a two-mile radius**

**The Town of La Veta is the only Municipality located within a two mile radius of the permitted pit.**

**EXHIBIT "I" and EXHIBIT "J"**

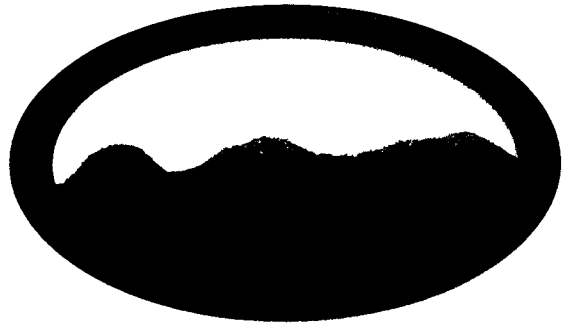
**Proof of Filing with  
Huerfano County Clerk  
Huerfano County Commissioners  
Local Conservation District**

**Letter of approval from the Huerfano County Commissioners is attached.**

**Notices of filing applications to:**

**Huerfano County Clerk  
Huerfano County Commissioners  
Local Conservation District**

E. Ray Garcia, Chairman  
Max Vezzani, Commissioner  
Gerald A. Cisneros, Commissioner



## Board of County Commissioners

March 2, 2016

Colorado Mined Land Reclamation Bureau  
1313 Sherman St. #215  
Denver, CO 80203

RE: Town of La Veta gravel permit

To Whom it may concern:

The Town of La Veta has requested authority to process gravel for use on streets within the town limits. The Town has secured a parcel of land adjacent to an old gravel pit operated by Huerfano County. At a meeting of the Huerfano County Board of County Commissioners on Tuesday, February 29, 2016, the Commissioners voted by unanimous vote to waive all zoning and permitting requirements for this site. The Commissioners further stated that it is good for the Town to have this opportunity and see this as an opportunity for the citizens to have higher quality streets in the very near future.

Please do not hesitate to contact me if you have questions or need additional information.

Sincerely,

John M. Galusha, County Administrator

P.O. Box 174  
111 West Moore Ave.  
(719) 742-3631  
Fax: (719) 742-5420

Huerfano County  
La Veta, Colorado  
81055



NOTICE OF FILING APPLICATION

FOR COLORADO MINED LAND RECLAMATION PERMIT

FOR CONSTRUCTION MATERIALS LIMITED IMPACT (110) OPERATION

NOTICE TO THE HUERFANO COUNTY CLERK  
HUERFANO COUNTY

The Town of La Veta has applied for a Construction Materials Limited Impact (110) Reclamation permit from the Colorado Mined Land Reclamation Board to conduct the extraction of construction materials in Huerfano County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining and Safety and the local county clerk and recorder.

The applicant/operator proposes to reclaim the affected land to Rangeland use. Pursuant to Section 34-32.5-116 (4) (m), C.R.S., the Board may confer with Huerfano County Clerk before approving of the post-mining land use. Accordingly, the Board would appreciate your comments on the proposed operation. Please note that, in order to preserve your right to a hearing before the Board on this application, you must submit written comments on the application within (10) days after the date of the applicant's newspaper publication.

If you would like to discuss the proposed post-mining land use, or any other issue regarding this application, please contact the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, CO. 80203, (303) 866-3567.

P.O. Box 174  
111 West Moore Ave.  
(719) 742-3631  
Fax: (719) 742-5420

Huerfano County  
La Veta, Colorado  
81055



## TOWN OF LA VETA, COLORADO

### NOTICE OF FILING APPLICATION

FOR COLORADO MINED LAND RECLAMATION PERMIT

FOR CONSTRUCTION MATERIALS LIMITED IMPACT (110) OPERATION

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HUERFANO COUNTY

The Town of La Veta has applied for a Construction Materials Limited Impact (110) Reclamation permit from the Colorado Mined Land Reclamation Board to conduct the extraction of construction materials in Huerfano County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining and Safety and the local county clerk and recorder.

The applicant/operator proposes to reclaim the affected land to Rangeland use. Pursuant to Section 34-32.5-116 (4) (m), C.R.S., the Board may confer with Huerfano County Clerk before approving of the post-mining land use. Accordingly, the Board would appreciate your comments on the proposed operation. Please note that, in order to preserve your right to a hearing before the Board on this application, you must submit written comments on the application within (10) days after the date of the applicant's newspaper publication.

If you would like to discuss the proposed post-mining land use, or any other issue regarding this application, please contact the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, CO. 80203, (303) 866-3567.

RECEIVED MAR 21 2016 \_\_\_\_\_

RECEIVED  
MAR 21 2016  
BY: *Nancy C. Cruz*

NANCY C. CRUZ  
HUERFANO CO. CLERK & REC.  
401 MAIN SUITE 204  
WALSENBURG, CO 81089



P.O. Box 174  
111 West Moore Ave.  
(719) 742-3631  
Fax: (719) 742-5420

Huerfano County  
La Veta, Colorado  
81055



NOTICE OF FILING APPLICATION

FOR COLORADO MINED LAND RECLAMATION PERMIT

FOR CONSTRUCTION MATERIALS LIMITED IMPACT (110) OPERATION

NOTICE TO THE BOARD OF COUNTY COMMISSIONERS  
HUERFANO COUNTY

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La Veta, Colorado  
81055



## TOWN OF LA VETA, COLORADO

### NOTICE OF FILING APPLICATION

#### FOR COLORADO MINED LAND RECLAMATION PERMIT

#### FOR CONSTRUCTION MATERIALS LIMITED IMPACT (110) OPERATION

#### NOTICE TO THE BOARD OF COUNTY COMMISSIONERS HUERFANO COUNTY

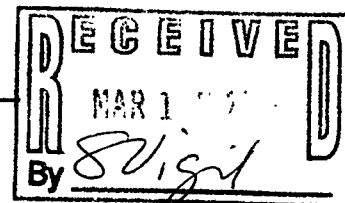
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RECEIVED MAR 21 2016

Huerfano County Board of  
County Commissioners  
401 Main Street, Suite 201  
Walsenburg, CO 81089



P.O. Box 174  
111 West Moore Ave.  
(719) 742-3631  
Fax: (719) 742-5420

Huerfano County  
La Veta, Colorado  
81055



## **TOWN OF LA VETA, COLORADO**

### **NOTICE OF FILING APPLICATION**

#### **FOR COLORADO MINED LAND RECLAMATION PERMIT**

#### **FOR CONSTRUCTION MATERIALS LIMITED IMPACT (110) OPERATION**

#### **NOTICE TO THE BOARD OF SUPERVISORS OF THE LOCAL CONSERVATION DISTRICT HUERFANO COUNTY**

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## TOWN OF LA VETA, COLORADO

### NOTICE OF FILING APPLICATION

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### FOR CONSTRUCTION MATERIALS LIMITED IMPACT (110) OPERATION

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RECEIVED MAR 21 2016

*Jennifer Lopez*

## **EXHIBIT "L"**

### **Permanent Man-made Structures**

**Survey map is provided in Exhibit "A"**

**Latitude (N): 37° 32' 29.112"**

**Longitude (W): 105° 02' 05.919"**

**There are no Man-made structures within 200 feet of the permitted site**



## **ADDENDUM 1**

### **NOTICE OF POSTING**


**The Public Notice posting is attached and certified, along with a picture for proof of posting.**

## NOTICE

**This site is the location of a proposed mining operation. The Town of La Veta whose address and phone number is, 111 W. Moore Ave, La Veta, Colorado 81055, 719-742-3631, has applied for a Reclamation Permit with the Colorado Mined Land Reclamation Board. Anyone wishing to comment on the application may view the application at the Huerfano County Clerk and Records Office at 401 Main Street in Walsenburg, Colorado 81089, and should send comments prior to the end of the public comment period to the Division of Reclamation, Mining and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203.**

### **Certification:**

**I, Laurie L. Erwin, Town Clerk, hereby certify that I posted a sign containing the above notice for the proposed permit area known as the La Veta Town Gravel Pit, on March 21, 2016.**

  
Signature

3-21-16  
Date

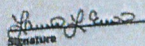


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I, Laurie L. Erwin, Town Clerk, hereby certify that I posted a sign containing the above notice for the proposed permit area known as the La Veta Town Gravel Pit, on March 21, 2016.

  
Signature

  
Date



RITY®  
IL ★

ELOPE



Retail

P

US POSTAGE PAID  
\$6.80



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Expected Delivery Day: 03/22/2016

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USPS TRACKING NUMBER



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and International Use



From Town of LaVeta  
PO Box 174  
LaVeta, CO 81055

TO Division of Reclamations  
Mining + Safety  
1313 Sherman St., Room 215  
Denver, Co. 80203

Label 228, January 2008

RECEIVED

MAR 22 2016

DIVISION OF RECLAMATION  
MINING & SAFETY

**Division of Reclamation, Mining, and Safety**

**Fee Receipt for M2016018**

**Town of La Veta**

000000000

**Receipt #:** 21140

**Date:** 03/22/2016

**Permit:** M2016018

Payment Method	Revenue Code	Fee Description/Notes	Amount
33067 msr	4300-PNOI	Minerals Prospecting Application Fee/NOI M2016-018 paid by Town of La Veta	\$1,258.00
Receipt Total:			\$1,258.00