

M1986079

Construction Materials (C.R.S. § 34-32.5-101 *et. seq.*) ("Construction Materials Act") and associated Rules (2 C.C.R. 407-4) ("Construction Materials Rules"), with respect to any other operation conducted by the Prospective Successor in the State of Colorado.

Permittee and Prospective Successor hereby request that the Mined Land Reclamation Board ("Board") approves their SO Application, recognizes the Prospective Successor as Successor Operator under the Permit, accepts the Prospective Successor's Performance and Financial Warranties, and releases the current Permittee's Performance and Financial Warranties.

SIGNED, SEALED AND DATED this 3rd day of August, 2017.

PERMITTEE

Mann Resources, LLC.

Name of Permittee

By

[Signature]
Signature of Officer

Manager

Title of Officer

PROSPECTIVE SUCCESSOR

MANN LAKE HOLDINGS LLC

Name of Prospective Successor

By

[Signature]
Signature of Officer

MANAGER

Title of Officer

NOTARY FOR PERMITTEE

STATE OF Colorado)

COUNTY OF Adams)

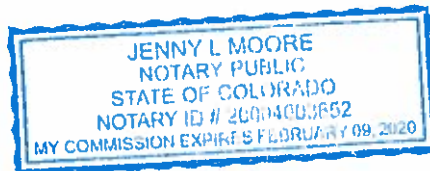
ss.:

The foregoing instrument was acknowledged before me this 3rd day of August, 2017,
by Clay Carlson as Manager of Mann Resources, LLC.

Notary Public

My Commission Expires

[Signature]
02/09/2020



RECEIVED

OCT 06 2017

Division of Reclamation,
Mining & Safety

NOTARY FOR PROSPECTIVE SUCCESSOR

STATE OF Colorado)
COUNTY OF DENVER) ss.:

The foregoing instrument was acknowledged before me this 3RD day of August, 2017,
by Joseph M. O'Dea as MANAGER of MANN LAKE HOLDINGS, LLC

KATHRYN A DAYMUT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 19964015382
MY COMMISSION EXPIRES APRIL 1, 2018

Notary Public

My Commission Expires

Kathryn A Daymut
4-1-2018

STATE APPROVAL
[for completion by Division]

- (a) The Board hereby approves the transfer of permit number _____ from
_____ to _____.
- (b) The Board hereby recognizes _____ as Successor Operator under
such Permit.
- (c) The Board hereby accepts the Performance and Financial Warranties submitted by Successor and hereby
releases _____, as former Permittee from all obligations under
its Performance and Financial Warranties. The Board further releases all affected financial warrantors from
obligations under Financial Warranties associated with the former Permittee.

STATE OF COLORADO
DEPARTMENT OF NATURAL RESOURCES
MINED LAND RECLAMATION BOARD
DIVISION OF RECLAMATION, MINING AND SAFETY

By: _____
Division Director

Date Executed: _____

m1986029

QUIT CLAIM DEED

THIS DEED made this 10th day of August, 2017, between

Windmill Creek Enterprises, Inc.

of the said County of Denver and State of CO, Grantor and

Mann Lake Holdings, LLC

whose legal address is 2027 West Colfax Avenue, Denver, CO
80204 of the said County of Denver and State of CO, Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of (\$10.00) Ten and no/100 Dollars, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents do remise, release, sell, convey and Quit Claim, unto the grantee, his heirs, successors and assigns, forever, all the right title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as: 11990 Brighton Rd., Henderson, CO 80840

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Windmill Creek Enterprises, Inc.

By: 

Joseph M. O'Dea
President

State of Colorado
County of Denver

The foregoing Instrument was acknowledged before me this 10th day of August, 2017 by Joseph M. O'Dea as the President of Windmill Creek Enterprises, Inc..

Witness my hand and official seal.

Notary Public 
My commission expires: 11-1-2018

KATHRYN A DAYMUT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 18964015382
MY COMMISSION EXPIRES APRIL 1, 2018

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OCT 06 2017

Division of Reclamation,
Mining & Safety

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1 OF THE M & G PIT SUBDIVISION, RECORDED JULY 21, 1994 IN FILE NO. 17 AT MAP NO. 266 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, BEING A PART OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, AND CONSIDERING THE EAST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO BEAR SOUTH 00°58'37" EAST, WITH ALL BEARINGS HEREON RELATIVE THERETO;

THENCE SOUTH 50°13'15" WEST A DISTANCE OF 846.76 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°58'58" EAST ALONG THE EASTERLY LINE OF SAID LOT 1 AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 1,492.27 FEET;

THENCE SOUTH 87°08'01" WEST A DISTANCE OF 90.05 FEET;

THENCE SOUTH 84°50'01" WEST A DISTANCE OF 96.99 FEET;

THENCE NORTH 89°24'59" WEST A DISTANCE OF 47.58 FEET;

THENCE NORTH 84°22'59" WEST A DISTANCE OF 81.84 FEET;

THENCE NORTH 74°21'59" WEST A DISTANCE OF 202.24 FEET;

THENCE SOUTH 83°17'02" WEST A DISTANCE OF 184.11 FEET;

THENCE NORTH 80°56'38" WEST A DISTANCE OF 1,161.50 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1;

THENCE NORTH 25°16'08" EAST A DISTANCE OF 325.15 FEET TO A POINT OF CURVATURE AND THE SOUTHERLY END OF THAT PARCEL DESCRIBED AT RECEPTION NO. C1166981 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED AT RECEPTION NO. C1166891 THE FOLLOWING SIX (6) COURSES:

1. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06°56'11", A RADIUS OF 1,823.76 FEET, AN ARC LENGTH OF 220.79 FEET AND A CHORD THAT BEARS NORTH 28°44'14" EAST A DISTANCE OF 220.66 FEET;

2. NORTH 32°08'30" EAST A DISTANCE OF 571.67 FEET TO A POINT OF CURVATURE;

3. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59°33'02", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 129.92 FEET AND A CHORD THAT BEARS NORTH 61°54'59" EAST A DISTANCE OF 124.15 FEET;

4. SOUTH 88°18'31" EAST A DISTANCE OF 10.71 FEET TO A POINT OF CURVATURE;

5. ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°09'52", A RADIUS OF 2,074.00 FEET, AN ARC LENGTH OF 802.31 FEET AND A CHORD THAT BEARS NORTH 80°36'33" EAST A DISTANCE OF 797.32 FEET;

6. NORTH 69°31'37" EAST A DISTANCE OF 345.17 FEET;

THENCE NORTH 89°14'18" EAST A DISTANCE OF 35.34 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 1,942,359 SQUARE FEET, OR 44,590 ACRES, MORE OR LESS.

11/28/17
M1186679

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-21-2017

Employer Identification Number:
82-2242645

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

MANN LAKE HOLDINGS LLC
JOSEPH M ODEA MBR
2027 W COLFAX AVE
DENVER, CO 80204

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2242645. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

Your name control associated with this EIN is MANN. You will need to provide this information, along with your EIN, if you file your returns electronically.

CP 575 B (Rev. 7-2007)

CP 575 B

DATE OF THIS NOTICE: 07-21-2017
EMPLOYER IDENTIFICATION NUMBER: 82-2242645
FORM: SS-4 NOBOD

MANN LAKE HOLDINGS LLC
JOSEPH M ODEA MBR
2027 W COLFAX AVE
DENVER, CO 80204

RECEIVED

OCT 06 2017

DIVISION OF RECLAMATION
MINING AND SAFETY

HAND-DELIVERED to DRMS



Concrete Express, Inc. • 2027 West Colfax Avenue • Denver CO 80204

JARED EBERT
COLORADO DIVISION OF MINING
& SAFETY

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<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

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Street and Apt. No., or PO Box No. Fulton Irrigating Ditch, CO

City, State, ZIP+4® 13698 E. 136th Ave
Brighton, CO 80601

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Street and Apt. No., or PO Box No. Sprink Water Engineers, Inc.

City, State, ZIP+4® 1000 Logan Street
Denver, CO 80203-3011

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7015 1520 0000 1587 7915
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Street and Apt. No., or PO Box No. Sasaki Family Partnership, LLLP

City, State, ZIP+4® Kathy Keiko Yoshimoto
13515 E. 132nd Ave
Brighton, CO 80601

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Street and Apt. No., or PO Box No. James Sweetman Family Partnership, RLLLP

City, State, ZIP+4® Cathy June Heydom
11481 Brighton Road
Henderson, CO 80640

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Jackie M and Jeffery L Wilhelm

11661 Brighton Road

Henderson, CO 80640-9327

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City and County of Denver

1600 W. 12th Ave

Denver, CO 80204

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Parkfield Partners, LLC

Kent Carlson

12460 First Street, PO Box 247

Eastlake, CO 80614

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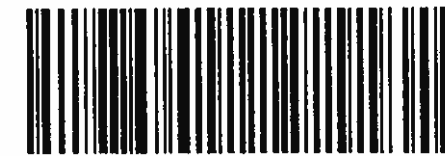
Jackie M Wilhelm David C Fadley

11671 Brighton Road

Henderson, CO 80640-9327

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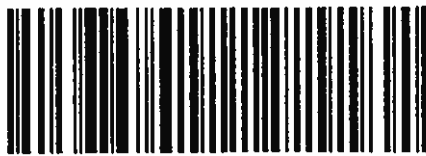
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Michael D and Donna J Gentry
11591 Brighton Road
Henderson, CO 80640-9329
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Thornton, CO 80233
City, State, Zip+4®

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South Adams County Water & Sanitation
District
6595 E. 70th Ave
Commerce City, CO 80022
City, State, Zip+4®

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United Power
500 Cooperative Way
Brighton, CO 80603

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Xcel Energy
1800 Larimer Street
Denver, CO 80202

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CenturyLink
930 15th Street
Denver, CO 80202

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City, State, ZIP+4® _____

Adams County Traffic
Services Section
4955 E. 74th Ave
Commerce City, CO 80022

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7015 1520 0000 1587 7830 7015 1520 0000 1587 7830

7015 1520 0000 1587 7830 7015 1520 0000 1587 7830

7892 2857 0000 0257 5702
7892 2857 0000 0257 5702

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 3.35

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.75
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage \$.46

Total Postage and Fees \$ 6.56

Sent To _____
Street and Apt. No., or PO Box No. AT&T
11301 Corporate Blvd
City, State, Zip+4 Suite 110
Orlando, FL 32817

Postmark Here _____

Commerce City Public Works Department
Municipal Services Center
8602 Rosemary Street
Commerce City, CO 80022

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7892 2857 0000 0257 5702
7892 2857 0000 0257 5702

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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7892 2857 0000 0257 5702

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OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage \$.46

Total Postage and Fees \$ 6.56

Sent To _____
Street and Apt. No., or PO Box No. _____
City, State, Zip+4 _____

Postmark Here _____

Colorado Department of Transportation
Region 1
2000 S. Holly Street
Denver, CO 80222

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7892 2857 0000 0257 5702
7892 2857 0000 0257 5702

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage \$.46

Total Postage and Fees \$ 6.56

Sent To _____
Street and Apt. No., or PO Box No. _____
City, State, Zip _____

Postmark Here _____

Commerce City Public Works Department
Municipal Services Center
8602 Rosemary Street
Commerce City, CO 80022

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery \$ _____

Postage \$.46

Total Postage and Fees \$ 6.56

Sent To _____
Street and Apt. No., or PO Box No. _____
City, State, Zip+4 _____

Postmark Here _____

Colorado Department of Transportation
Region 1
2000 S. Holly Street
Denver, CO 80222

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$ 1.46

Total Postage and Fees \$ 6.56

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

Clayton De Vault
15653 S. Furrow Road
Larkspur, CO 80118

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 1520 0000 1587 7885

7015 1520 0000 1587 7885

CERTIFIED MAIL®
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

7015 1520 0000 1587 7885

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 3.35

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.75
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$ 1.46

Total Postage and Fees \$ 6.56

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

Dunes Investment Partners, LLC
2020 Arapahoe, Suite LL100
Denver, CO 80205

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 1450 0000 0547 2702

7017 1450 0000 0547 2702

CERTIFIED MAIL®
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

7017 1450 0000 0547 2702

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 3.35

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☒ Return Receipt (hardcopy) \$ 2.75
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$ 1.46

Total Postage and Fees \$ 6.56

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

Taylor Carlson
11610 Brighton Road
Henderson, CO 80640-9327

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 1450 0000 0547 2702

7017 1450 0000 0547 2702

CERTIFIED MAIL®
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

7017 1450 0000 0547 2702

October 5, 2017

Fulton Irrigating Ditch, CO
13698 E. 136th Ave
Brighton, CO 80601

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Fulton Irrigation Ditch

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

cc: Spronk Water Engineers, Inc.

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7015 1520 00001587 7915

PERMITTEE/STRUCTURE OWNER AGREEMENT

M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Fulton Irrigating Ditch, CO shall own the following structure(s), located within 200 feet of the permitted mining area SE Corner Fence

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea as the Manager does hereby certify that Fulton Irrigating Ditch, CO shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

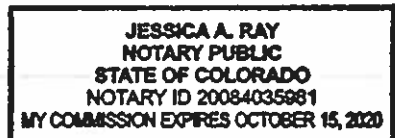
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Fulton Irrigating Ditch, CO
13698 E. 136th Ave
Brighton, CO 80601

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Fulton Irrigation Ditch

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

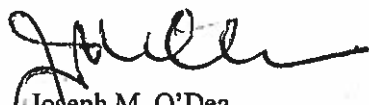
This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

cc: Spronk Water Engineers, Inc.

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Fulton Irrigating Ditch, CO shall own the following structure(s), located within 200 feet of the permitted mining area SE Corner Fence

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Fulton Irrigating Ditch, CO shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

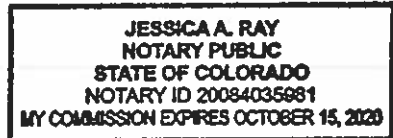
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Sasaki Family Partnership, LLLP
Kathy Keiko Yoshimoto
13515 E. 132nd Ave
Brighton, CO 80601

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Kathy Keiko Yoshimoto

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Sasaki Family Partnership, LLLP shall own the following structure(s), located within 200 feet of the permitted mining area Fence

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Sasaki Family Partnership, LLLP shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

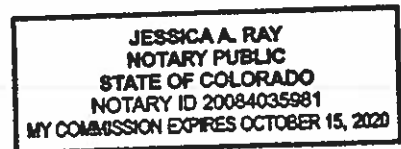
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

James Sweetman Family Partnership, RLLLP
Cathy June Heydorn
11481 Brighton Road
Henderson, CO 80640

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Cathy June Heydorn

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.


This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT

M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes James Sweetman Family Partnership, RLLLP shall own the following structure(s), located within 200 feet of the permitted mining area Fence, Residence, Out Buildings

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that James Sweetman Family Partnership, RLLLP shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

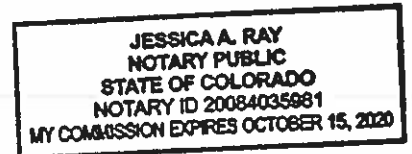
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/16/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 16th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Parkfield Partners, LLC
Kent Carlson
12460 First Street, PO Box 247
Eastlake, CO 80614

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Kent Carlson

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT

M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Parkfield Partners, LLC shall own the following structure(s), located within 200 feet of the permitted mining area Fence

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Parkfield Partners, LLC shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

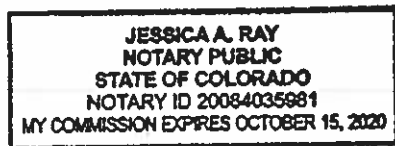
Signature: _____

Date: 10/6/2017

STATE OF Colorado)

) ss

COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: _____

My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Jackie M Wilhelm David C Fadley
11671 Brighton Road
Henderson, CO 80640-9327

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Jackie M Wilhelm David C Fadley

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Jackie M Wilhelm David C Fadley shall own the following structure(s), located within 200 feet of the permitted mining area Fence, Residence

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Jackie M Wilhelm David C Fadley shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

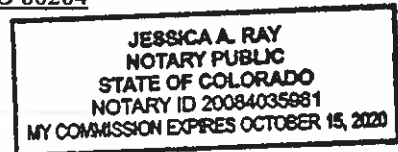
NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/2017



STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Jackie M and Jeffery L Wilhelm
11661 Brighton Road
Henderson, CO 80640-9327

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Jackie M and Jeffery L Wilhelm

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.


This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Jackie M and Jeffery L Wilhelm shall own the following structure(s), located within 200 feet of the permitted mining area Fence, Residence

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea as the Manager does hereby certify that Jackie M and Jeffery L Wilhelm shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

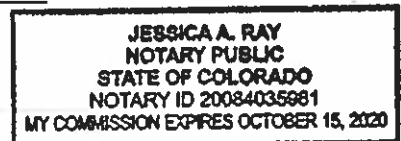
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/16/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 16th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature: Jessica A. Ray] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____.

Notary Public: _____ My Commission Expires: _____

October 5, 2017

City and County of Denver Acting by and through its Board of Water Commissioners
1600 W. 12th Ave
Denver, CO 80204
Re Property Address: 11661 Brighton Road
Henderson, CO 80640-9327

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: City and County of Denver

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

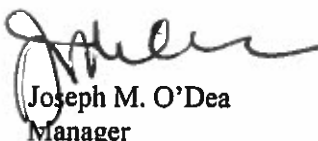
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If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes City and County of Denver shall own the following structure(s), located within 200 feet of the permitted mining area Fence, Water Appurtenances

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that City and County of Denver shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

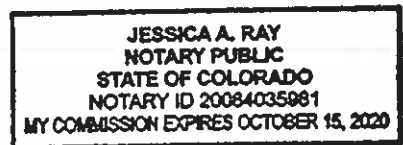
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL #

October 5, 2017

Jackie M Wilhelm David C Fadley
11651 Brighton Road
Henderson, CO 80640-9327

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Jackie M Wilhelm David C Fadley

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

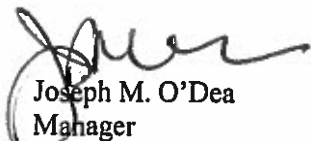
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Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7015 1520 0000 1587 7991

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Jackie M Wilhelm David C Fadley shall own the following structure(s), located within 200 feet of the permitted mining area Residence

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Jackie M Wilhelm David C Fadley shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

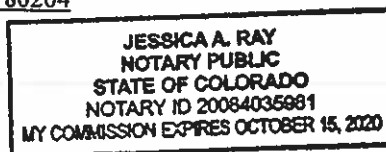
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Michael D and Donna J Gentry
11591 Brighton Road
Henderson, CO 80640-9329

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Michael D and Donna J Gentry

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

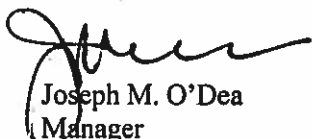
This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7015 1520 0000 1587 7779

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Michael D and Donna J Gentry shall own the following structure(s), located within 200 feet of the permitted mining area Residence, Fence,

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Michael D and Donna J Gentry shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)

JESSICA A. RAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084035981
MY COMMISSION EXPIRES OCTOBER 15, 2020

The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Terrance Lee Gentry
12142 Colorado Blvd NO. E-304
Thornton, CO 80233

Re Property Address: 11571 Brighton Road
Henderson, CO 80640-9329

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Terrance Lee Gentry

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.


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We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,


Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Terrance Lee Gentry shall own the following structure(s), located within 200 feet of the permitted mining area Residence, Fence.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Terrance Lee Gentry shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

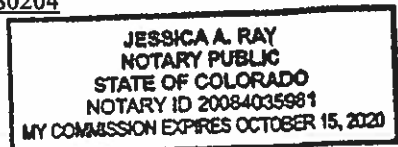
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature: Jessica A. Ray] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

South Adams County Water & Sanitation District
6595 E. 70th Ave
Commerce City, CO 80022
303-288-2646

Re Property Address: 11531 Brighton Road
Henderson, CO 80640

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: South Adams County Water & Sanitation District

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

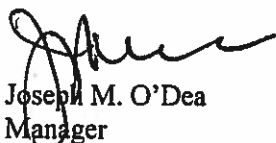
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If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

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Mann Lake Holdings LLC. believes South Adams County Water & Sanitation District shall own the following structure(s), located within 200 feet of the permitted mining area Fence, Waterline and Appurtenances.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that South Adams County Water & Sanitation District shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

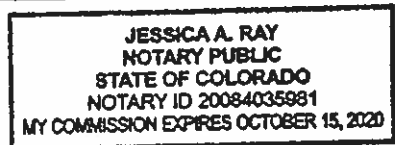
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature: Jessica A. Ray] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

United Power
500 Cooperative Way
Brighton, CO 80603

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: United Power

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes United Power shall own the following structure(s), located within 200 feet of the permitted mining area Underground Electric, Overhead Power Electric Boxes.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that United Power shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/2017

STATE OF Colorado)
) ss
COUNTY OF Denver)

JESSICA A. RAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084035981
MY COMMISSION EXPIRES OCTOBER 15, 2020

The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: October 15, 2020

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Xcel Energy
1800 Larimer Street
Denver, CO 80202

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Xcel Energy

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Xcel Energy shall own the following structure(s), located within 200 feet of the permitted mining area Gas; West side of Brighton.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Xcel Energy shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

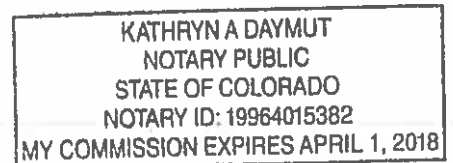
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____

Notary Public: _____ My Commission Expires: _____

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7015 1520 0000 1587 7816

October 5, 2017

CenturyLink
930 15th Street
Denver, CO 80202

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: CenturyLink

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes CenturyLink shall own the following structure(s), located within 200 feet of the permitted mining area Poles/Cable.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that CenturyLink shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

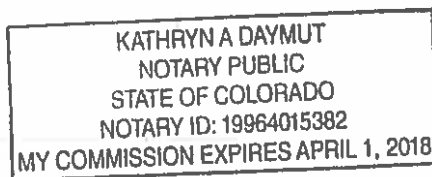
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7015 1520 0000 1587 7823

October 5, 2017

Adams County
Traffic Services Section
4955 E. 74th Ave
Commerce City, CO 80022

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Adams County

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Adams County shall own the following structure(s), located within 200 feet of the permitted mining area Traffic Lights.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Adams County shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

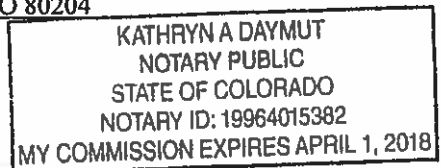
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

_____.

Notary Public: _____ My Commission Expires: _____

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7015 1520 0000 1587 7830

October 5, 2017

AT&T
11301 Corporate Blvd
Suite 110
Orlando, FL 32817

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: AT&T

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes AT&T shall own the following structure(s), located within 200 feet of the permitted mining area Fiber, Fiber Indicator Poles.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that AT&T shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)

KATHRYN A DAYMUT NOTARY PUBLIC STATE OF COLORADO NOTARY ID: 19964015382 MY COMMISSION EXPIRES APRIL 1, 2018

The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by
_____.

Notary Public: _____ My Commission Expires: _____

October 5, 2017

South Adams County Water and Sanitation District
6595 E. 70th Ave
Commerce City, CO 80022

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: South Adams County Water and Sanitation District

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT

M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes South Adams County Water and Sanitation District shall own the following structure(s), located within 200 feet of the permitted mining area Non-potable Water, Fence, Hydrants.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that South Adams County Water and Sanitation District shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

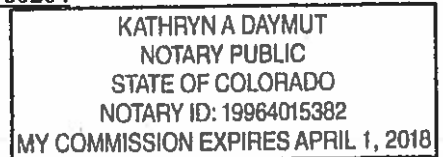
ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Commerce City Public Works Department
Municipal Services Center
8602 Rosemary Street
Commerce City, CO 80022

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Commerce City Public Works Department

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

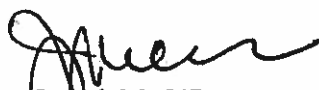
This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Commerce City Public Works Department shall own the following structure(s), located within 200 feet of the permitted mining area Storm Sewer, Manholes, Inlets.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Commerce City Public Works Department shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)

KATHRYN A DAYMUT NOTARY PUBLIC STATE OF COLORADO NOTARY ID: 19964015382 MY COMMISSION EXPIRES APRIL 1, 2018

The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Colorado Department of Transportation
Region 1
2000 S. Holly Street
Denver, CO 80222

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Colorado Department of Transportation

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Colorado Department of Transportation shall own the following structure(s), located within 200 feet of the permitted mining area Traffic Lights, Street Lights and Appurtenances.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Colorado Department of Transportation shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: _____

Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)

KATHRYN A DAYMUT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 19964015382
MY COMMISSION EXPIRES APRIL 1, 2018

The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: _____

My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____

Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____

Notary Public: _____ My Commission Expires: _____

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7015 1520 0000 1587 7878

October 5, 2017

Clayton De Vault
15653 S. Furrow Road
Larkspur, CO 80118

Re Property Address: 11920 Brighton Road
Henderson, CO 80640

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Clayton De Vault

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

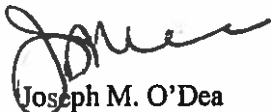
This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7015 1580 0000 1587 7885

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Clayton De Vault shall own the following structure(s), located within 200 feet of the permitted mining area Residence, Fence.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Clayton De Vault shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)

KATHRYN A DAYMUT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 19964015382
MY COMMISSION EXPIRES APRIL 1, 2018

The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: [Signature] My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Kevin and Jolene Sweetman
11920 Brighton Road
Henderson, CO 80640

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Kevin and Jolene Sweetman

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

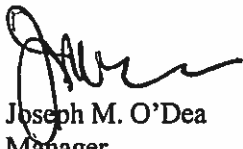
This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Kevin and Jolene Sweetman shall own the following structure(s), located within 200 feet of the permitted mining area Residence, Fence, Garage, Out-Buildings.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Kevin and Jolene Sweetman shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

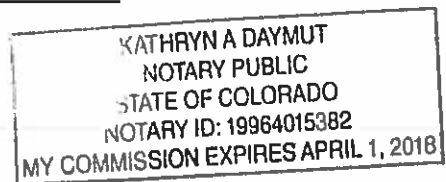
Signature: _____

Date: 10/6/17

STATE OF Colorado)

) ss

COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: _____

My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____

Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____

Notary Public: _____ My Commission Expires: _____

October 5, 2017

Dunes Investment Partners, LLC
2020 Arapahoe, Suite LL100
Denver, CO 80205

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Dunes Investment Partners, LLC

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

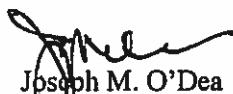
This letter and attached Structure Agreement is being sent to you as part of the permitting process to address a MLR rule that requires the operator/permittee to pursue an agreement with owners of any structures within 200 feet of the permit area, in which the operator agrees to reimburse the structure owner for any damage done to their structure as a result of the mining operation. In lieu of obtaining an agreement, the operator can provide the state with a Geotechnical study that demonstrates that any structures within 200 feet of the permit area shall not be damaged by activities occurring at the mining operation. If we do not receive this agreement from you, we will perform the study.

We are sending this agreement to you as required by law, but also because we wanted to inform you of all the aspects of the MLR rules and also be able to provide you assurances that should something occur that we do not foresee, Mann Lake Holdings, LLC will repair or replace the damaged structure.

Please return this agreement, signed and notarized, within 30 days of receiving it if possible. Enclosed is a stamped, addressed envelope so you can return the executed agreement to us. We have enclosed a second copy of the agreement for your files. Thank you for your cooperation.

If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Dunes Investment Partners, LLC shall own the following structure(s), located within 200 feet of the permitted mining area Fence.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea as the Manager does hereby certify that Dunes Investment Partners, LLC shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

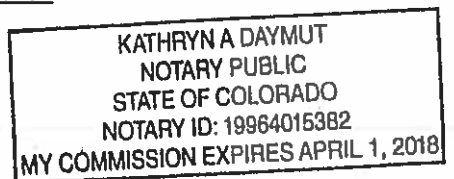
Signature: _____

Date: 10/6/17

STATE OF Colorado)

) ss

COUNTY OF Denver)



The foregoing was acknowledged before me this 6th day of October, 2017, by Joseph M. O'Dea as the Manager of Mann Lake Holdings, LLC.

Notary Public: Kathryn A Daymut

My Commission Expires: 4-1-2018

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner(s): _____

Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____

Notary Public: _____ My Commission Expires: _____

SENT TO STRUCTURE OWNER VIA CERTIFIED MAIL # 7017 1450 0002 0818 3274

October 5, 2017

Taylor Carlson
11610 Brighton Road
Henderson, CO 80640-9327

**RE: Structure Agreement
M&G Pit – M-1986-079**

Dear: Taylor Carlson

As you are aware from a previous notification letter to you, Mann Lake Holdings LLC, is assuming operations of a Colorado Mined Land Reclamation (MLR) permit to extract sand and gravel materials from the M&G Pit, located in the SW1/4 NE1/4, Sec 3, T-02-S, R-67-W, 6th Prime Meridian, Adams County, Colorado. We are currently in the process of filling in the old mine area.

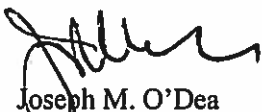
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If you have any questions or need more information please call me at (303)-562-2000.

Sincerely,



Joseph M. O'Dea
Manager
Mann Lake Holdings
2027 W. Colfax Avenue
Denver CO 80204

PERMITTEE/STRUCTURE OWNER AGREEMENT
M&G Pit Permit # M-1985-079

State of Colorado, Mined Land Reclamation (MLR) law requires the permit applicant (operator/permittee) to agree to reimburse the owner of any permanent man-made structure(s) within 200 feet of the permitted mining area for damage done to the structure(s) as a result of the permitted operation.

Mann Lake Holdings LLC. believes Taylor Carlson shall own the following structure(s), located within 200 feet of the permitted mining area Fence, Residence, Out-Buildings, Silo.

Mann Lake Holdings agrees to reimburse you for any damage done to the listed structures as a result of the mining operation. Your acknowledging signature and a notary seal in the spaces provided below shall satisfy the MLR law requirement. Mann Lake Holdings certifies this agreement as follows:

CERTIFICATION: The Applicant Mann Lake Holdings LLC represented by Joseph M. O'Dea, as the Manager does hereby certify that Taylor Carlson shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located within 200 feet of the permitted mining area described in the MLR Permit for the M&G Pit.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Permit Applicant: Mann Lake Holdings LLC, 2027 W. Colfax Avenue, Denver CO 80204

Representative: Joseph M. O'Dea, Manager, 303.562.2000

Signature: [Signature] Date: 10/6/17

STATE OF Colorado)
) ss
COUNTY OF Denver)

KATHRYN A DAYMUT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 19964015382
MY COMMISSION EXPIRES APRIL 1, 2018

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ACKNOWLEDGED BY:

Structure Owner(s): _____ Contact name (print): _____

Signature: _____ Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

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Notary Public: _____ My Commission Expires: _____