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## FW: Party Withdrawal Form for City of Lamar

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Karl Nyquist <Karl@cacompaines.com>

Tue, Jan 8, 2019 at 6:13 PM

To: Amy Eschberger - DNR <amy.eschberger@state.co.us>

Cc: Amy Heckenlively <Amy@cacompaines.com>, "J. C. York" <jcyork@j-tconsulting.com>, Todd Ye <toddyee@j-tconsulting.com>, Laura Reise <Laura.Riese@dgsllaw.com>

Signed agreement from the city.

Thanks

Sent from my iPhone

Begin forwarded message:

**From:** Roy Cue <Roy@prowersag.com>

**Date:** January 8, 2019 at 12:29:48 PM CST

**To:** Karl Nyquist <Karl@cacompaines.com>

**Subject:** FW: Party Withdrawal Form for City of Lamar

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**From:** John Sutherland <john.sutherland@ci.lamar.co.us>

**Sent:** Tuesday, January 8, 2019 8:47 AM

**To:** Roy Cue <Roy@prowersag.com>

**Subject:** RE: Party Withdrawal Form for City of Lamar

Good morning, Roy! You will find attached the signed agreement. The City doesn't routinely do business by Resolution. You will find that reference in the Agreement crossed-out. If you need to have it by Resolution, we won't get a signed Agreement until at least the 12<sup>th</sup>.

Best Regards,

John Sutherland

City Administrator

City of Lamar, Colorado

719-336-1365

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### 10 attachments



image004.png  
9K



image004.png  
9K




image004.png  
9K

image005.jpg




11K

 **ATT00001.htm**  
5K

 **ATT00002.htm**  
6K

 **ATT00003.htm**  
6K

 **ATT00004.htm**  
5K

 **Signed Agreement 01082019.pdf**  
356K

 **ATT00005.htm**  
1K

## AGREEMENT

**WHEREAS:** The City of Lamar, Colorado (City) owns and operates a sewage treatment facility consisting of three inter-connected sewer lagoons on land described as:

The North 1650 feet of the E  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 28 and the North 1650 Feet of the SW  $\frac{1}{4}$  of Section 27, all in Twp. 22 S, Rng. 46 W. of 6th P. M.; Prowers County, Colorado.

**WHEREAS:** Prowers Aggregate Operators, LLC (PAO) owns land bordering the south property line of the above described premises for which land PAO has State Permit No. M2008-078 which allows PAO to carry on a mining operation on its land within 200 feet of any structures existing on the City's land; and

**WHEREAS:** The operation and maintenance of the Lamar City Sewer Lagoons are monitored by the Colorado Department of Health and Environment according to the United States Environmental Protection Agency rules and regulations and statutes:

### **IT IS HEREBY AGREED AS FOLLOWS:**

1. PAO will conduct aggregate mining operations on its real property which borders the City sewer lagoon property described above on the south property line of the said property.
2. Pursuant to Colorado laws and regulations, PAO agrees not to conduct mining activities any closer than within two hundred feet of the structures existing on the City's land, specifically the monitoring well located near the south boundary line of the said City property, and the fence on the south boundary of the said City property, according to Exhibit A, the map attached hereto. PAO will not block or impair in any way the City's access road to the City sewer lagoons from County Road HH.5 as the access road is shown by Exhibit B.
3. PAO agrees to indemnify and hold the City harmless from any and all damages, claims, law suits, expenses, fines or assessments, attorney fees, court costs, administrative agency costs and fees, and/or repairs, provided, the proximate cause of the damages, etc., are PAO's mining operations conducted adjacent to or near the said City sewer lagoons.
4. The City agrees to indemnify and hold PAO harmless from any and all damages, claims, law suits, expenses, fines or assessments, attorney fees, court costs, administrative agency costs and fees, and/or repairs, provided, the proximate cause of the damages, etc., are the City's operations conducted adjacent to or near PAO's mining activities.
5. This Agreement shall be binding on the assigns and successors of the parties hereto and shall run with the title to the lands owned, leased, or operated by the City and PAO in the said Sections 27 and 28.
6. The signors here below state they have lawful authority to enter into this Agreement and to bind the respective parties to this Agreement.

7. This agreement may only be amended in writing signed by all parties hereto.

~~Passed by Resolution No.~~ \_\_\_\_\_ this 7<sup>th</sup> day of January 2019 ~~December 2018~~.

City of Lamar, Colorado

By: [Signature]  
Roger Stagner, Mayor

Attest:

Linda Williams, City Clerk

Prowers Aggregate Operators, LLC

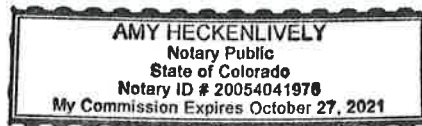
By: [Signature]  
Karl Nyquist

State of Colorado)

) ss

County of ~~Prowers~~  
Jefferson

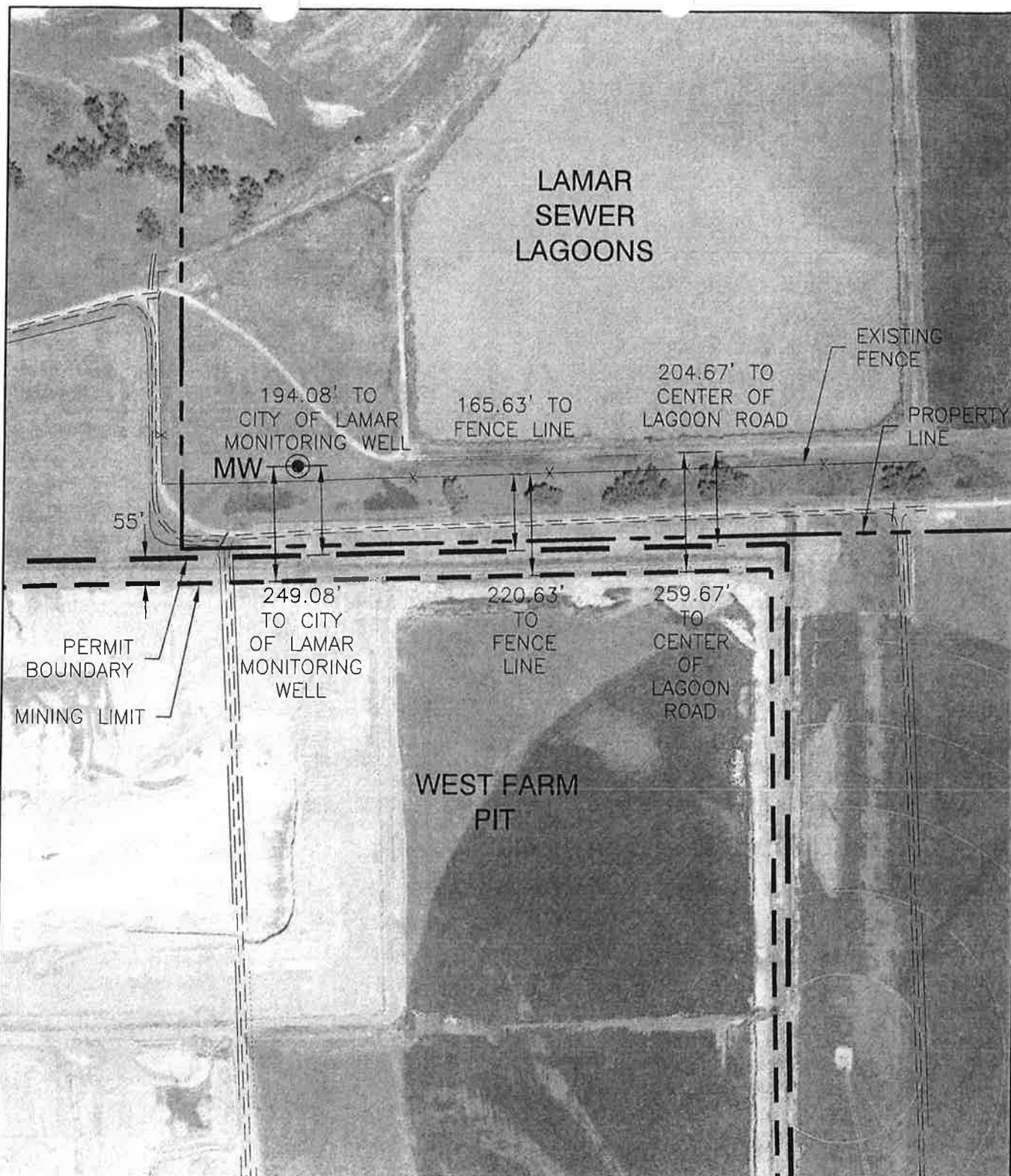
The forgoing instrument was acknowledged before me this 18 day of December 2018  
by Karl Nyquist an Officer of Prowers Aggregate Operators, LLC.



Notary Public

My Commission expires: 10/27/21

[Signature]  
Amy Heckenlively



## EXHIBIT A



300 150 0 300



SCALE IN FEET

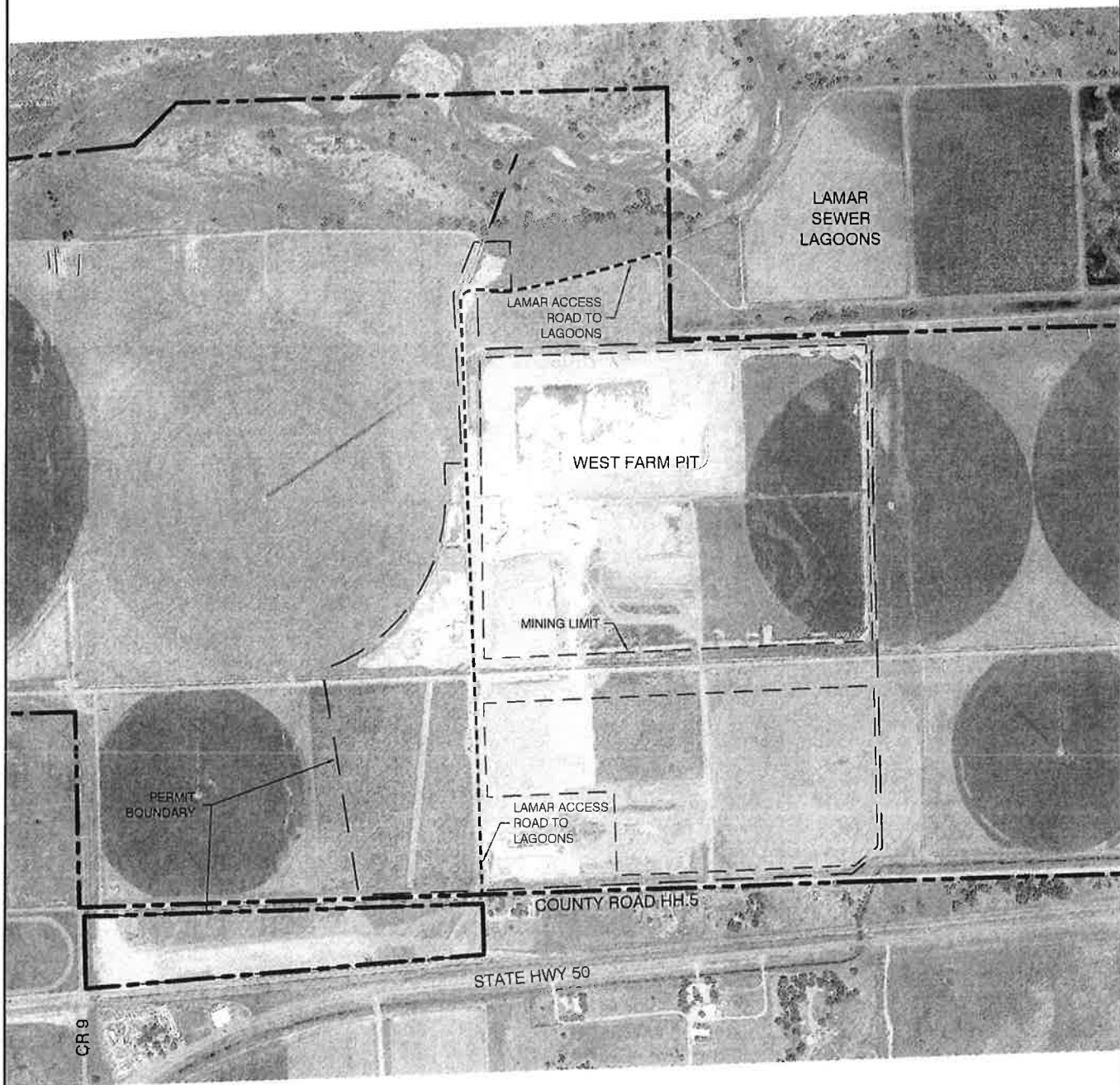


**J&T Consulting, Inc.**

305 Denver Avenue - Suite D  
Fort Lupton, CO 80621  
303-857-6222

**Prowers Aggregate Operators, LLC**  
**West Farm Pit**  
**City of Lamar Structures**

Date:	12/16/18
Job No:	07115
Drawn:	WSS
Scale:	1" = 300'
Sheet: 1	Of: 1



## EXHIBIT B



1000 500 0 1000



SCALE IN FEET



**J&T Consulting, Inc.**

305 Denver Avenue - Suite D  
Fort Lupton, CO 80621  
303-857-6222

Prowers Aggregate Operators, LLC  
West Farm Pit  
City of Lamar Access Road

Date:	12/16/18
Job No:	07115
Drawn:	WSS
Scale:	1" = 1000'
Sheet:	1
Of:	1