

Parsons 2019 Mine Report

Unfortunately, for the first few years of this mine plan, we cannot limit mining to one phase. With the restrictions for mining within $\frac{1}{2}$ mile of the eagle's nest, Phases 1B, 4A, and 4B can only be mined August through November each year. Mining has to move to other phases the rest of year. Phase 2 is under a lease, which has been extended through 2021, copy is attached, but we need to continue mining on that parcel also to meet our lease requirements. This results in Phases 1-4 all being partially disturbed at the same time.

The conveyor bridges have been set along the north to feed material to the plant from Phase 2 and along the south to feed material from Phase 4. We have also set the conveyor bridge across the river to feed material from Phase 5. This bridge will not be connected into the south conveyor system until Phase 4 is completed.

FIRST AMENDMENT TO GRAVEL PROPERTY LEASE

THIS FIRST AMENDMENT TO GRAVEL PROPERTY LEASE (this "First Amendment") is made as of the 16th day of November, 2018 (the "First Amendment Date"), by and between LIVINGSTON LEIGH LIVESTOCK OF WELD COUNTY, LLC, a Colorado limited liability company ("Lessor") and MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation ("Company").

WHEREAS, Lessor and Lafarge West, Inc., a Delaware corporation ("Lafarge"), entered into that certain Gravel Property Lease dated April 23, 2004 (the "Lease"), for the lease of certain real property in Weld County, Colorado, as more particularly described in the Lease (the "Property");

WHEREAS, Lafarge assigned all of its right, title and interest in the Lease to Company pursuant to that certain Assignment and Assumption of Lease Agreement dated December 9, 2011 and recorded December 16, 2011 at Reception No. 3812461 of the real property records of Weld County, Colorado;

WHEREAS, on January 22, 2014, Company extended the term of the Lease pursuant to Section 2 of the Lease, with the current Term expiring on April 23, 2019; and

WHEREAS, Lessor and Company desire to amend the Lease to extend the term of the Lease to December 31, 2021, among other provisions, subject and pursuant to the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Company agree as follows:

1. Incorporation of Recitals. All of the foregoing Recitals are hereby incorporated as if fully set forth in this Section 1.
2. Term. Section 2 of the Lease shall be revised to reflect that the Term of the Lease shall expire on December 31, 2021.
3. Minimum Royalties. Lessor and Company agree that, pursuant to Section 4 of the Lease, Company has paid Lessor at least ~~15,000.00~~ in Advanced Minimum Royalty and Production Royalty in excess of that recouped from Advance Minimum Royalty, and the obligation to pay Advanced Minimum Royalty has been completed and ceased.
4. Water Augmentation and Dewatering. Section 6 of the Lease shall be revised to reflect that, instead of five (5) shares of the capital stock of the Whitney Irrigating Ditch Company ("WIDC") owned by Lessor, Lessor shall be responsible for supplying two (2) shares of the WIDC ("Water Stock") for augmentation or replacement of evaporative losses on exposed water surfaces of the Property. As used in the Lease, the term "Water Stock" shall now refer to Lessor's two (2) shares of the WIDC. Lessor expressly agrees to dedicate in perpetuity the Water Stock for augmentation purposes, provided that in connection with any Company augmentation plan, Lessor shall not be required to provide a dry-up covenant for any portion of the Property that is not part of the Lake referenced in Section 5 below.
5. Restoration of Property. The following shall be added to Section 17 of the Lease: "In addition to the above, Company may construct a lake between 5 acres and 13.8 acres in size in the north portion of the Property (the "Lake") as part of Company's reclamation of the Property. Company shall be responsible for any augmentation obligations associated with the Lake. If the Lake is less than 5 acres, Company shall fill in the Lake area as shown on **Exhibit A**. Any change to the grading plan for the Lake area (including grade elevation) shall first be approved in writing by Lessor, which approval shall not be

unreasonably withheld. If the Lake is more than 5 acres and will remain on the Property, Lessor shall be able to provide input to Company on the final shape of the Lake to be constructed by Company."

6. Temporary Easement. Lessor hereby agrees to grant a temporary easement (the "Temporary Easement") to Company across a portion of the east side of the unmined area (depicted with hash-marks on **Exhibit A**, attached and incorporated by reference) to haul overburden onto the Property from property south of the Property which is owned by Company. The Temporary Easement shall terminate and be null and void upon expiration of the Lease. Prior to expiration of the Lease, Company shall restore all disturbed areas within the Temporary Easement as nearly as practicable to their original condition including, without limitation, replenishment of top soil, re-seeding and establishment of native grasses.

7. General Provisions.

7.1 Full Force and Effect; Conflict. Except as amended by this First Amendment, the Lease, as modified herein, remains in full force and effect and is hereby ratified by Lessor and Company. In the event of any conflict between the Lease and this First Amendment, the terms and conditions of this First Amendment shall control.

7.2 Capitalized Terms. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

7.3 Entire Lease. The Lease, as amended by this First Amendment, contains the entire agreement of Lessor and Company with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Lessor and Company.

7.4 Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5 Facsimile/.pdf Signatures. This First Amendment may be executed by facsimile and/or .pdf signatures which shall be binding as originals on the parties hereto.

IN WITNESS WHEREOF, Lessor and Company have executed this First Amendment as of the First Amendment Date.

LESSOR:

LIVINGSTON LEIGH LIVESTOCK OF WELD COUNTY, LLC,
a Colorado limited liability company

By: 

Name: Thomas Livingston, Manager

COMPANY:

MARTIN MARIETTA MATERIALS, INC.,
a North Carolina corporation

By: 

Name: H. Abbott Lawrence, Rocky Mountain Division President

EXHIBIT A TO FIRST AMENDMENT TO GRAVEL PROPERTY LEASE

LOT B
AMENDED RECORDED EXEMPTION NO.
0805-30-3-RE 1089

LIVINGSTON LEIGH
LIVESTOCK OF WELD
COUNTY, LLC

ADDITIONAL
R.O.W. - REC.
NO. 284783

LAFARGE
WEST, INC.

150' GAS
WELL
SETBACK

45' Existing
R.O.W.
SETBACK

EXST. R.O.W.
(VARIES)

Q. OF 50' WIDE D.
FIELD SERVICES, I
EASEMENT REC. N

Tank Battery
Detention Berm

Gas Meter

Gas Traps

Gas Well
SETBACK

TEMPORARY
EASEMENT

SADDLE BUTTE
EASEMENT

CONCEPTUAL
ALIGNMENT OF THE
"O" STREET
RIGHT-OF-WAY

NE COR., SEC.
36 T6N, R67W,
6TH P.M.

NW COR., E.
NE 1/4, REC. 36
T6N, R67W, 6TH
P.M.

150' 0 150' 300'
SCALE: 1" = 300'



Martin
Marietta

SITE:	PARSONS PIT	
TITLE:	RECLAMATION PLAN MAP	
DRAWN BY:	C.W.O.	DATE: 10/10/2018