



COLORADO
Division of Reclamation,
Mining and Safety
Department of Natural Resources

February 26, 2020

Rock Southway
Southway Construction Company of Alamosa, Inc.
117 White Pine Drive
Alamosa, CO 81101

Re: File No. M-2019-046, Bradford Mesa Quarry, 112c Decision Letter - Financial and Performance Warranty Request - Construction Material Operation

Rock Southway:

On February 26, 2020, the Division of Reclamation, Mining and Safety approved your 112c mining permit application.

The amount of financial warranty set by the Division for this operation is \$534,185.00. You must submit a financial warranty in this amount and a performance warranty in order for us to issue a permit. We have included a Corporate Surety Financial Warranty Form that is used for operations that have lands to be mined on Federal and or State property. If this warranty form is not appropriate, please select a type of financial warranty from Rule 4.3. Then contact us so that we can provide you with the appropriate warranty form. We have enclosed a performance warranty form with this letter for your use.

PLEASE NOTE THAT MINING OPERATIONS MAY NOT COMMENCE UNTIL A PERMIT HAS BEEN ISSUED BY THE DIVISION AFTER RECEIPT OF YOUR FINANCIAL WARRANTY AND PERFORMANCE WARRANTY. A PERMIT WILL NOT BE ISSUED UNTIL WE VERIFY THE ADEQUACY OF BOTH YOUR FINANCIAL WARRANTY AND PERFORMANCE WARRANTY.

Once the Division receives and approves the Performance Warranty and the Financial Warranty, the permit will be issued. If you have specific questions about the Performance Warranty and Financial Warranty types and forms, please contact Gabriel Benevenuti at 303-866-3567 ext. 8148.

If you have any questions, please contact me.

Sincerely,

Patrick Lennberg
Environmental Protection Specialist



Enclosure: Performance Warranty
 BLM Land Corporate Surety Form

cc: Katie Todt, Lewicki and Associates



COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

1313 Sherman Street, Room 215
Denver, CO 80203

PERFORMANCE WARRANTY

Permittee/Operator: _____

Operation known as: _____

Permit Number: _____

This form is approved by the Colorado Mined Land Reclamation Board ("Board") pursuant to C.R.S. 34-32-117 of the Colorado Mined Land Reclamation Act and C.R.S. 34-32.5-117 of the Colorado Land Reclamation Act for the Extraction of Construction Materials.

All parties are on Notice from this Document that:

The above listed Operator provides this warranty to the Board in conjunction with a reclamation Permit to conduct the above described mining operation on certain lands in Colorado. The "Affected Lands" are described in the above listed reclamation Permit, and include any Permit Amendment(s) approved by the Division of Reclamation Mining and Safety ("Division").

The Colorado Mined Land Reclamation Act, C.R.S. 34-32-101 *et seq.* ("Hard Rock Act"), and the Colorado Land Reclamation Act for the Extraction of Construction Materials, C.R.S. 34-32.5-101 *et seq.* ("Construction Materials Act"), both require a permit issued by the Board to include a written promise by the Operator to comply with all requirements of the Hard Rock and Construction Materials Acts (referred to herein together as "Acts").

Through the terms and conditions of this performance warranty and Permit, the Operator agrees to be bound by all requirements of the Acts and all Mineral Rules and Regulations of the Board for Hard Rock, Metal, and Designated Mining Operations (2 C.C.R. 407-1) and all Mineral Rules and Regulations of the Board for the Extraction of Construction Materials (2 C.C.R. 407-4) (referred to herein together as "Rules").

The Operator hereby provides the Board warranties of performance pursuant to C.R.S. 34-32-117(2), (3), and (4)/C.R.S. 34-32.5-117(2), (3), and (4), and promises the Board it will comply with all applicable requirements of the Acts and Rules.

The Operator hereby promises the Board it will comply with all of the terms of the reclamation Permit, including any Permit Amendment(s) approved by the Division. This performance warranty obligation of the Operator shall continue until the Operator's liability is released by the Board.

The Operator promises to be responsible for reclamation costs up to the amount established by the Board and incorporates its financial warranty to this performance warranty. The Operator agrees to maintain a financial warranty (or warranties) in good standing for the reclamation costs for the entire life of the



Permit. The amount of the financial warranty shall be sufficient to assure the completion of reclamation of affected lands if the Division has to complete such reclamation due to forfeiture. If the Board determines the Operator is in default under this performance warranty and the Operator fails to cure such default, the Operator's financial warranty shall be subject to forfeiture pursuant to C.R.S. 34-32-118/34-32.5-118.

This performance warranty by the Operator is perpetual and shall remain in full force and effect until all obligations have been met and all associated financial warranty is released by the Board. Any release of liability in a succession of Operators shall comply with C.R.S. 34-32-119/34-32.5-119.

The provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.

SIGNED, SEALED AND DATED this _____ day of _____, 20_____.

Operator: _____

Signature: _____

Name: _____

Title: _____

NOTARIZATION OF OPERATOR'S ACKNOWLEDGEMENT

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____
(Day) (Month) (Year)

by _____ as _____
(Name) (Title)

of _____.
(Operator)

NOTARY PUBLIC

My Commission expires: _____

APPROVED:
State of Colorado
Mined Land Reclamation Board
Division of Reclamation, Mining and Safety

By: _____ Date: _____
Division Director



COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

1313 Sherman Street, Room 215
Denver, CO 80203

FINANCIAL WARRANTY
CORPORATE SURETY
ON BUREAU OF LAND MANAGEMENT LAND

Operator: _____
Operation: _____
Permit No.: _____ Bond No.: _____

Warrantor: _____
Street: _____
City: _____
State: _____ Zip Code: _____
Area Code: _____ Telephone: _____

This form has been approved by the Mined Land Reclamation Board pursuant to sections 34-32-117, C.R.S., of the Mined Land Reclamation Act and 34-32.5-117, C.R.S., of the Colorado Land Reclamation Act for the Extraction of Construction Materials. Any alteration or modification of this form, without approval by the Board shall result in the financial warranty being invalid and result in the voiding of any permit issued in conjunction with such invalid financial warranty and subject the operator to cease and desist orders and civil penalties for operating without a permit pursuant to sections 34-32-123, C.R.S., of the Mined Land Reclamation Act and 34-32.5-123, C.R.S., of the Colorado Land Reclamation Act for the Extraction of Construction Materials.

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Colorado Mined Land Reclamation Act, C.R.S. 34-32-101 et seq. (the "Act"), as amended, provides that no permit may be issued under the Act until the Mined Land Reclamation Board (the "Board") receives a Financial Warranty (or Warranties) as described in the Act.

WHEREAS, _____ (the
"Operator"), a _____ corporation, has applied for a permit to conduct a
mining operation known as _____ (the
"Operation"), on certain lands in _____ County, _____ Colorado.



These lands are described in the permit application, as amended and supplemented, and are referred to herein as the "Affected Lands".

WHEREAS, in the application for the permit, the Operator has agreed to be bound by all requirements of the Act and all applicable rules and regulations of the Board, as amended from time to time.

WHEREAS, in the application for the permit, the Operator has agreed with the Board to provide for reclamation of the Affected Lands that are now, or may become, subject to the permit, as required by law.

WHEREAS, the Operator and _____ (the "Warrantor"), a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a bonding and surety business in the State of Colorado are hereby and firmly bound unto the State or the United States Department of the Interior, Bureau of Land Management, Colorado State Office ("BLM") in the sum of _____ Dollars (\$_____) for the life of mine or until such time as replacement is received, for the payment of which sum, well and truly made, we hereby bind ourselves and our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Board has determined, in accordance with the Act, that the estimated costs of reclamation of the Affected Lands are those amounts for the stated periods of time as set forth herein. Said amount may be amended from time to time to reflect revised estimates of said costs of reclamation.

WHEREAS, the Operator and the Warrantor, in accordance with the Act, has promised and hereby promises the Board that it will be responsible for all the estimated costs of reclamation with regard to the Affected Lands.

WHEREAS, the Board has determined that this Financial Warranty by the Warrantor equals the estimated costs of reclamation, as approved by the Board, with regard to the Affected Lands.

NOW, THEREFORE, the Operator and the Warrantor are held hereby firmly unto the State of Colorado and BLM in the amount of those sums for those periods of time as set forth herein, until this Financial Warranty is amended or released in accordance with applicable law.

The Board may, for good cause shown, increase or decrease the amount and duration of this Financial Warranty. The Operator shall have sixty (60) days after the date of notice of any such adjustment to increase the surety amount, but no such increase shall bind the Warrantor unless and until it shall have consented thereto in writing by the issuance of an additional Financial Warranty or by an endorsement to this Financial Warranty.

The Operator and the Warrantor shall notify the Board immediately of any event which may impair this Financial Warranty. If the Board receives such notice, or otherwise has reason to believe that this Financial Warranty has been materially impaired, it may convene a hearing in accordance with the Act for the purpose of determining whether impairment has occurred.

The obligation of the Operator and the Warrantor shall continue until the Board has released this Financial Warranty or has ordered it forfeited in accordance with applicable provisions of the Act. It is understood that periods of years may necessarily be required before determination can be made that reclamation of the

Affected Lands has been satisfactorily completed. It is also recognized that, as reclamation is accomplished, the amount of this Financial Warranty may be reduced with the approval of the Board so that it reflects the then current estimated cost of the remaining reclamation of the Affected Lands. No revision, extension, or renewal of the permit, or of the time allowed to complete reclamation, shall diminish the Operator's or Warrantor's obligation under this Financial Warranty. No misrepresentation by the Operator which may have induced the Warrantor to execute this Financial Warranty shall be any defense to demand by the State or the Colorado State Director, BLM under this agreement.

In any single year during the life of the permit, the amount of the Financial Warranty shall not exceed the estimated cost of fully reclaiming all lands to be affected in said year, plus all lands affected in previous permit years and not yet fully reclaimed. Reclamation costs shall be computed with reference to current reclamation costs.

The amount of this Financial Warranty is based upon estimates as to the cost of reclamation, and does not operate to liquidate, limit, enlarge or restrict the Operator's obligations to complete reclamation and to comply in all respects with the permit and with applicable laws and regulations governing reclamation, even though the actual cost thereof may substantially exceed the amount of this Financial Warranty.

The Warrantor shall not be liable under this Financial Warranty for an amount greater than the sum designated herein, unless increased by a later amendment to this Financial Warranty. This Financial Warranty shall be reviewed by the Board from time to time, and the Board may require an increase in the principal sum of this Financial Warranty (and a corresponding increase in the surety amount) to cover increases in the estimated costs of reclamation, but no such increase shall bind the Warrantor unless and until it shall have consented thereto in writing by the issuance of an additional Financial Warranty or by an endorsement to this Financial Warranty.

The Warrantor reserves the right to cancel this Financial Warranty, effective only upon an anniversary date, and only by giving written notice to that effect, mailed by Certified Mail, at least ninety (90) days prior to such anniversary date, addressed to both the Operator at its address herein stated, and to the Board at the address herein stated. In the event of such cancellation, this Financial Warranty shall nevertheless remain in full force and effect as respects the reclamation of all areas disturbed prior to the effective date of such cancellation, unless and until the Operator shall file a substitute Financial Warranty which: (1) assumes liability for all reclamation obligations which shall have arisen at any time while this Financial Warranty is in force; and (2) is accepted in writing by the Board.

In the event of such cancellation, if the Financial Warranty is not fully released, the amount of the continuing Financial Warranty available for the reclamation of areas disturbed and unreclaimed at the date of cancellation shall be fixed by the Board at the amount it determines necessary to complete such reclamation (which amount may not exceed the sum designated herein) and the Board shall concurrently identify such areas in writing, and notify the Warrantor and the Operator thereof. Thereafter, the obligation of the Warrantor shall be limited to reclamation of the areas so identified.

The consideration for the Warrantor's execution of this agreement is the promise of the Operator to pay the premiums, but failure by the Operator to pay such premiums shall not invalidate or diminish the Warrantor's obligation hereunder.

The Board or the Colorado State Director, BLM may make demand upon the Warrantor for payment hereunder if the Board or the Colorado State Director, BLM determines that reclamation which ought to have been performed by the Operator, or its successors or assigns, remains unperformed, and if Financial Warranty forfeiture procedures required by law have been initiated. No other condition precedent need be fulfilled to entitle the State or the Colorado State Director, BLM to receive the amount so demanded.

However, if, upon completion of reclamation by the State, the amounts expended for reclamation shall be less than the amount received from the Warrantor, the excess shall be promptly refunded to the Warrantor.

If demand is made upon the Warrantor for payment of an amount due to the Board hereunder, and if the Warrantor fails to make payment of such amount within ninety (90) days after the date of receipt of such demand, or if it should thereafter be determined, by agreement of the Warrantor or by final judgment of court, that the amount demanded was properly payable, the Warrantor agrees to pay to the Board, in addition to the amount demanded, interest at the prime rate in effect from time to time as listed by Wall Street Prime Rate for the period commencing at the end of such ninety-day period and ending on the date of actual payment.

If the Board shall notify the Warrantor that the Operator is in default, and if the Board shall initiate any Financial Warranty forfeiture procedures required by law or regulation, the Warrantor may, in lieu of making payment to the Board of the amount due hereunder, cause the reclamation to be timely performed in accordance with all requirements of the Act and all applicable rules and regulations. In such event, when and if the reclamation has been timely performed to the satisfaction of the Board or Division, this Financial Warranty shall be released. If the reclamation shall not be so performed to the satisfaction of the Board or Division, this Financial Warranty shall remain in full force and effect.

This Financial Warranty shall be subject to forfeiture whenever the Board determines that any one or more of the following circumstances exist:

1. A Cease and Desist Order entered pursuant to Section 34-32-124 of the Act has been violated, and the corrective action proposed in such Order has not been completed, although ample time to have done so has elapsed; or
2. The Operator is in default under its Performance Warranty, and such default has not been cured, although written notice and ample time to cure such default has been given; or
3. The Operator and/or the Warrantor has failed to maintain its Financial Warranty in good standing as required by the Act; or
4. The Warrantor no longer has the financial ability to carry out its obligations in accordance with the Act.

The description of lands herein is for convenience of reference only, and no error in such description, nor any revision of the permitted mining area, nor the disturbance by the Operator of lands outside of the permitted mining area shall alter or diminish the obligations of the Operator and/or Warrantor hereunder, which shall extend to the reclamation of all such lands disturbed.

If this Financial Warranty applies to National Forest System lands, and if this Financial Warranty is accepted by the United States Forest Service ("U.S.F.S.") as the bond required under 36 C.F.R. 228.13, then the Operator, having requested that the Board and the U.S.F.S. accept this single Financial Warranty in lieu of the separate bonds which would otherwise be required by applicable law, hereby agrees that, notwithstanding any other provision hereof, or of law, this Financial Warranty shall remain in full force and effect until U.S.F.S. has advised the Board by written notice that the Operator's obligations to U.S.F.S., for which this Warranty is executed, have been satisfied, and until the financial warranty has been released by the Board.

If this Financial Warranty applies to lands under the jurisdiction of the State Board of Land Commissioners ("Land Board"), and if this Financial Warranty, in whole or in part, is accepted by the Land Board as the bond required under its applicable law and procedures, then the Operator, having requested that the State

accept this Financial Warranty in lieu of the separate bonds which would otherwise be required by the Colorado Mined Land Reclamation Board or Division of Reclamation, Mining and Safety and by the Land Board, hereby agrees that, notwithstanding any other provision hereof, or of law, this Financial Warranty shall remain in full force and effect until the Board is notified in writing by the Land Board that the Operator's obligations to the Land Board, for which this Warranty is executed, have been satisfied, and until the financial warranty has been released by the Board.

If all or any part of the Affected Lands are under the jurisdiction of the BLM, and if, at the request of the Operator on this Financial Warranty, the BLM has, pursuant to 43 C.F.R., 3809.570, accepted this Financial Warranty then, notwithstanding any other provision of this Financial Warranty, or of law, the Operator and Warrantor hereby agree that this Financial Warranty shall not be released until the Board is advised in writing by the BLM that the Operator's obligations to the BLM, for which this Warranty is executed, have been satisfied, and until the financial warranty has been released by the Board. The Operator agrees that this Warranty shall also be redeemable by the Colorado State Director, BLM.

This Financial Warranty may be executed in multiple copies, each of which shall be treated as an original, but together they constitute only one agreement, the validity and interpretation of which shall be governed by the laws of the State of Colorado.

The provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.

SIGNED, SEALED AND DATED this _____ day of _____, _____.

Warrantor (SEAL)

By: _____

Operator (SEAL)

By: _____

NOTARIZATION OF WARRANTOR'S ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

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

NOTARY PUBLIC

My Commission expires: _____

NOTARIZATION OF OPERATOR'S ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

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

NOTARY PUBLIC

My Commission expires: _____

APPROVED:

State of Colorado
Mined Land Reclamation Board
Division of Reclamation, Mining and Safety

By: _____ DATE: _____
Division Director

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REVISED 02/01/2003