

February 24, 2021

Colorado Division of Reclamation, Mining and Safety
Attn: Patrick Lennberg, Environmental Protection Specialist
1313 Sherman Street, Room 215
Denver, CO 80203

RE: Fillmore Pit M1990-144 Amendment, Preliminary Adequacy Review Response

Mr. Lennberg,

Thank you for your response to the amendment application. The responses to the adequacy items are below.

1. The name has been updated on the application question #2.
2. The coordinates of the mine entrance have been updated on the application.
3. The Existing Conditions Map has been updated accordingly.
4. The stockpiles have been added to the map as directed.
5. The access road will not be upgraded or modified as a part of the proposed mining activities.
6. The operator commits to segregating topsoil and overburden stockpiles.
7. The maximum disturbed acreage at any one time will be 194 Acres.
8. The proposed affected acreage will be 194 Acres.
9. The height of the highwall will be approximately 10'-15' high.
10. The operator will commit to submitting a technical revision to the permit pursuant to Rule 1.9 prior to operating the asphalt plant
11. The landowner will continue to work to sell the aggregate piles until they are depleted. They will remain undisturbed during mining.
12. The Colorado Ditch is the owner of the structure that is listed on the Existing Conditions Map and the Legal Description Map.
13. The operator intends to stay a minimum of 50 feet away from the Colorado Ditch Road.
14. There was a typographical error in the text and should read 6" and not 3'. That section has been updated and attached for your review.
15. The haul road will remain for the landowner to access the dryland farm. Stockpiles will be sold as the market warrants and will be reclaimed according to the reclamation plan when the piles are depleted.
16. The owner commits to not leaving any stockpiles behind following all reclamation activities.
17. The large stockpile in the southeastern portion of the site will remain for the landowner to sell as the market warrants. The reclamation for this portion of the site will remain consistent with the reclamation plan in the application.
18. The fence is the owned by the operator. The fence will be moved and replaced during the mining and reclamation.

19. The map has been updated.
20. The map has been updated.
21. The fence lines shown on the southern portion of the permit area will remain.
22. Upon review of the DWR website, wells 6888F and 84772 were located. Well 6890F was not located on their website.
23. Well 84772 will be utilized for water use on the project when Fremont Paving and Redi Mix/A&S Construction is operating in the pit. If other contractors operate in the site, they will need to provide updated well and lease information.
24. The AGUA lease used for previous mining activity was with A&S Construction. It is attached for review. If the owner/operator of this pit uses another company for mining activities, they will need to supply a similar agreement for future mining activities.
25. No new road will be constructed.
26. The owner/operator has read the comments from DWR and agree with all conditions of approval. The updated section is attached for review.
27. The operator is also the owner of the land this pit sits on.
28. Proof of newspaper publication is attached for review.
29. Proof of notice to nearby landowners is attached for review.
30. A receipt from the Pueblo County Clerk and Recorder is attached for review.

If additional information is necessary, please feel free to contact me directly.

Sincerely,



Jodi Schreiber
719-275-3264
719-529-0916
jodi@arycorp.com

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY
Department of Natural Resources

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



CONSTRUCTION MATERIALS REGULAR (112) OPERATION RECLAMATION PERMIT APPLICATION FORM

CHECK ONE: ☒ There is a File Number Already Assigned to this Operation

Permit # M 1990 144 - (Please reference the file number currently assigned to this operation)

☐ New Application (Rule 1.4.5)

☒ Amendment Application (Rule 1.10)

☐ Conversion Application (Rule 1.11)

Permit # M 1990 144 - (provide for Amendments and Conversions of existing permits)

The application for a Construction Materials Regular 112 Operation Reclamation Permit contains three major parts: (1) the application form; (2) Exhibits A-S, Addendum 1, any sections of Exhibit 6.5 (Geotechnical Stability Exhibit; and (3) the application fee. When you submit your application, be sure to include one (1) complete signed and notarized ORIGINAL and one (1) copy of the completed application form, two (2) copies of Exhibits A-S, Addendum 1, appropriate sections of 6.5 (Geotechnical Stability Exhibit, and a check for the application fee described under Section (4) below. Exhibits should **NOT** be bound or in a 3-ring binder; maps should be folded to 8 1/2" X 11" or 8 1/2" X 14" size. To expedite processing, please provide the information in the format and order described in this form.

GENERAL OPERATION INFORMATION

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

1. **Applicant/operator or company name (name to be used on permit):** R.Lewis Fillmore
 - 1.1 Type of organization (corporation, partnership, etc.): Individual
2. **Operation name (pit, mine or site name):** Boone - Fillmore Pit
3. **Permitted acreage (new or existing site):**

	<u>84</u>	permitted acres
3.1 Change in acreage (+)	<u>94.10</u>	acres
3.2 Total acreage in Permit area	<u>178.1</u>	acres
4. **Fees:**

4.1 New Application	<u>\$2,696.00</u>	application fee
4.2 New Quarry Application	<u>\$3,342.00</u>	quarry application
4.4 Amendment Fee	<u>\$2,229.00</u>	amendment fee
4.5 Conversion to 112 operation (set by statute)	<u>\$2,696.00</u>	conversion fee
5. **Primary commoditie(s) to be mined:** Gravel
 - 5.1 Incidental commoditie(s) to be mined:

1. <u>NA</u> -	<u>lbs/Tons/yr</u>	2. <u>/</u>	<u>lbs/Tons/yr</u>
3. <u>/</u>	<u>lbs/Tons/yr</u>	4. <u>/</u>	<u>lbs/Tons/yr</u>
5. <u>/</u>	<u>lbs/Tons/yr</u>		

 || 5.2 Anticipated end use of primary commoditie(s) to be mined: | Construction Aggregate | | |
| 5.3 Anticipated end use of incidental commoditie(s) to be mined: | NA | | |

6. **Name of owner of subsurface rights of affected land:** R. Lewis Fillmore
If 2 or more owners, "refer to Exhibit O".

7. **Name of owner of surface of affected land:** R. Lewis Fillmore

8. **Type of mining operation:** ☒ Surface ☐ Underground

9. **Location Information:** The center of the area where the majority of mining will occur:

COUNTY: Pueblo

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

SECTION (write number): S 24

TOWNSHIP (write number and check direction): T 21 ☐ North ☒ South

RANGE (write number and check direction): R 61 ☐ East ☒ West

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

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

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

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

Latitude/Longitude:

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

Latitude (N): deg _____ min _____ sec _____ (2 decimal places)

Longitude (W): deg _____ min _____ sec _____ (2 decimal places)

OR

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

Latitude (N) 38 201223 (5 decimal places)

Longitude (W) -104 168049 (5 decimal places)

OR

Universal Transverse Mercator (UTM)

Example: 201336.3 E NAD27 Zone 13
4398351.2 N

UTM Datum (specify NAD27, NAD83 or WGS 84) Nad 83 Zone 13

Easting _____

Northing _____

EXHIBIT E

RECLAMATION PLAN

1. General Reclamation Plan

Post-mining land use will return the entire disturbed site back to pastureland with native grasses on all slopes and is consistent with existing land use in the area. All slopes will be reclaimed to 3H:1V or shallower. As described in the mining plan, reclamation will occur concurrently with mining. Overburden will be pushed at a 3H:1V slope to the adjacent phase in reclamation resulting in only 15 vertical feet of active 3H:1V dozer pushed down highwall at any given time. No more than 400 lateral feet of highwall will remain in need of knockdown at any time.

Topsoil and overburden from the current mining phase will be used to reclaim the previous mined out phase. It is anticipated that backfilling and seeding will occur at 1 to 2-year intervals until the site is completely mined. As the first area is opened, topsoil and overburden will be stockpiled to be used for that phase's reclamation post mining. If topsoil and overburden berms are in place longer than 6 months, the berms will be seeded with clover to diminish wind erosion.

Topsoil will be replaced to a depth of 4 inches. When dispersed, overburden will be placed and compacted to at least 6" depth. By using onsite stockpiled materials and completing reclamation of mined areas concurrent with active mining, the distance that topsoil and overburden is transported, as well as the amount of material to be rehandled, will be minimized. Additionally, mined and unreclaimed acreage will be minimized and will make the worst-case reclamation area smaller thus decreasing the required bond. The internal haul road will be reclaimed at the end of the mine life.

2. Reclamation Timetable

Reclamation will take place concurrently with mining with an additional estimated 6 months of reclamation commencing after mining is completed.

EXHIBIT G

WATER INFORMATION

1. General

Current conditions of the site include pastureland and native grass vegetation. The Colorado Ditch runs to the north of the site. A structure agreement was obtained as this ditch is within 200' of the permit boundary.

NRCS Custom Soil Resource Report is attached for review.

Water encountered in the pit will not be released from the site. The only water that will be found within the disturbed area is stormwater runoff and purchased water from offsite sources used for processing and for dust control. Once excavation of new areas begins, all water from the disturbed area will drain to the bermed active mine area or the processing area and will not leave the site. Ground water will not be exposed during the mining operation. If stormwater is detained, the detention structures will meet all regulations. All water used on-site will be a legal supply of water provided by an appropriate supplier.

According to searches on the Division of Water Resources database there are two wells within the vicinity of the site. One is owned by the operator of this site, Ronald Fillmore, and is 46 feet deep. The other is owned by James Green and is at a depth of 54 feet. Please see the well information below:



The Pueblo Chieftain

825 W 6th St., Pueblo, CO 81003
Phone (719)544-3520

FREMONT PAVING & REDI-MIX-LGL
839 MACKENZIE AVE.
CANON CITY, CO 81212

Account #: 28233
Order #: 0000220983

PROOF OF PUBLICATION AFFIDAVIT

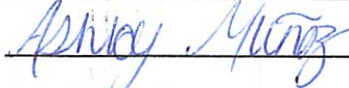
STATE OF COLORADO, }
County of Pueblo, } ss.

I, **Ashley Munoz**, do solemnly swear that I am an employee of THE PUEBLO CHIEFTAIN; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of 365 days a year next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1987, or any amendment thereof duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado of which is attached a true copy from said newspaper and was published on the following dates:

January 15, 2021
January 22, 2021
January 29, 2021
February 05, 2021

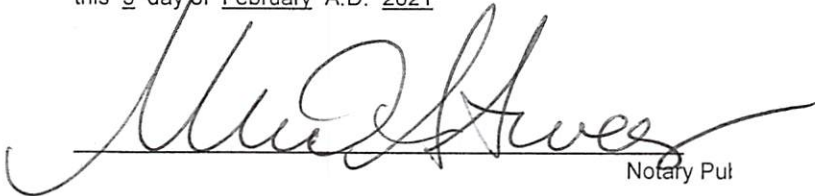
In witness whereof, I have hereunto set my hand

this 9 day of February A.D. 2021



Subscribed and sworn to before me, a Notary Public in and for the County of Pueblo, State of Colorado,

this 9 day of February A.D. 2021



Notary Pul

MONICA S. SWEENEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124073279
MY COMMISSION EXPIRES NOVEMBER, 15, 2024

Public Notice

R. Lewis Fillmore, PO Box 258, Boone, CO 81025 has filed an application for a Regular (112) Construction Materials Operation Reclamation Permit with the Colorado Mined Land Reclamation Board under provisions of the Colorado Land Reclamation Act for the Extraction of Construction Materials. The proposed mine is known as the Fillmore Pit and is located at or near Section 24, Township 21, Range 61.

The proposed date of commencement is March 2021, and the proposed date of completion is March 2041. The proposed future use of the land is rangeland. Additional information and tentative decision date may be obtained from the Division of Reclamation, Mining and Safety, 1313 Sherman Street, Room 215, Denver, CO 80203 (303) 856-3567 or at the Pueblo County Clerk and Recorder's Office, 215 W. 10th Street, Pueblo, CO 81001, or the above-named applicant.

Comments must be in writing and must be received by the Division of Reclamation, Mining and Safety by 4:00 p.m. on February 25, 2021.

Please note that under the provisions of C.R.S. 24-62.5-101 et seq. Comments related to noise, truck traffic, hours of operation, visual impacts, effects on property values and other social or economic concerns are issues not subject to this Office's jurisdiction. These subjects, and similar ones, are typically addressed by your local government, rather than the Division of Reclamation, Mining and Safety or the Mined Land Reclamation Board.

PL-0000220983-01

FedEx Package
Express US Airbill
FedEx Tracking Number 8158 1142 9747

1 From Please print and press hard.

Date 1/13/21 Sender's FedEx Account Number SENDER'S FIDELITY NUMBER 00215

Sender's Name Tony Grabau Phone 714 276-3264

Company FREMONT PAVING & READY MIX

Address 839 MACKENZIE AVE Dept./Floor/Suite/Room

City CANYON CITY State CO ZIP 81212-9323

2 Your Internal Billing Reference

First 24 characters will appear on invoice. OPTIONAL

3 To Recipients Name BLN Phone ()

Company United States of America

Address BLDG 20 Denver Federal Center Hold Weekday
We cannot deliver to P.O. boxes or P.O. ZIP codes. REQUIRED NOT available for
FedEx First Overnight.

Address Hold Saturday
Use this line for the HOLD location address or for continuation of your shipping address. REQUIRED Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.

City Denver State CO ZIP 80225

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Go to fedex.com

Form ID No. 00215

MAIL

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4 Express Package Service

* To most locations.

Next Business Day

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Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

FedEx Priority Overnight

Next business morning. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

FedEx Standard Overnight

Next business afternoon.

5 Packaging

FedEx Envelope*

FedEx Pak*

FedEx Box

FedEx Tube

Other

6 Special Handling and Delivery Signature Options

Fees may apply. See the FedEx Service Guide.

Saturday Delivery

NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required

Package may be left without signature at recipient's address.

Direct Signature

Someone at recipient's address may sign for delivery.

Does this shipment contain dangerous goods?

One box must be checked.

No Yes

As per attached Shipper's Declaration not required.

Dry Ice

Dry Ice 2, UN 1845 x kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide.

Shopper's Declaration

Cargo Aircraft Only

7 Payment Bill to:

Sender's Account No. below

Recipient

Third Party

Total Packages Total Weight Total Declared Value*

Per Date 2/13/21 • Part 1/13/21 • © 1994–2019 FedEx • PRINTED IN U.S.A.

611

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Package
US Airbill

FedEx
Tracking
Number

8158 1142 9758

1 From Please print and press hard.

Date 1/13/21

Sender's FedEx
Account Number

SENDER'S FED 2421-8293-9 ONLY

Sender's
Name

Tony Grabau

Phone ()

Company

FREMONT PAVING & READY MIX

Address

839 MACKENZIE AVE

Dept./Floor/Suite/Room

City

CANON CITY

State

CO

ZIP

81212-9323

2 Your Internal Billing Reference

First 24 characters will appear on invoice.

OPTIONAL

3 To

Recipient's
Name

Robert Carroth & Rebecca Nelson

Phone ()

Company

Address

2796 Kenton Ct

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address

Use this line for the HOLD location address or for continuation of your shipping address.

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Denver

State

CO

ZIP

80238

Hold Weekday
FedEx location address
REQUIRED. NOT available for
FedEx First Overnight.

☐

Hold Saturday
FedEx location address
REQUIRED. Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.

☐

0135179255



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Form
ID No.

0215

Sender's Copy

4 Express Package Service

* To most locations.

Packages up to 150 lbs.
For packages over 150 lbs., use the
FedEx Express Freight US Airbill.

Next Business Day

☐

FedEx First Overnight

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☐

FedEx Priority Overnight

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☐

FedEx Standard Overnight

Next business afternoon. * Saturday Delivery NOT available.

2 or 3 Business Days

☐

FedEx 2Day A.M.

Second business morning. * Saturday Delivery NOT available.

☐

FedEx 2Day

Second business afternoon. * Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.

☒

FedEx Express Saver

Third business day. * Saturday Delivery NOT available.

5 Packaging

* Declared value limit \$500.

☒

FedEx Envelope*

☐

FedEx Pak*

☐

FedEx Box

☐

FedEx Tube

☐

Other

6 Special Handling and Delivery Signature Options

Fees may apply. See the FedEx Service Guide.

☐

Saturday Delivery

NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☒

No Signature Required

Package may be left without obtaining a signature for delivery.

☐

Direct Signature

Someone at recipient's address may sign for delivery.

☐

Indirect Signature

If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?

One box must be checked.

☒

No

☐

Yes

As per attached Shipper's Declaration.

☐

Yes

Shipper's Declaration not required.

☐

Dry Ice

Dry Ice, 9, UN 1845

x kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide.

☐ Cargo Aircraft Only

7 Payment Bill to:

Enter FedEx Acct. No. below

☒

Sender
Acct. No. in Section
1 will be billed.

☐

Recipient

☐

Third Party

FedEx Acct. No.

Total Packages

Total Weight

Total Declared Value†

1

lbs.

\$

00

† Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

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WATER LEASE AGREEMENT

This WATER LEASE AGREEMENT ("Lease") is made and entered into effective as of the March 1, 2020, by and between the Arkansas Groundwater Users' Association ("AGUA") and A&S Construction ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease water for Lessee's use, which use is described as sand washing operations at the Caldwell/Nesselhuf and Fillmore Pits and construction water at an off-site project located near Fowler, CO;

WHEREAS, AGUA is a Colorado non-profit organization established in 1995 by well users in the Arkansas River Valley to protect and develop water supplies in the Arkansas Basin for the benefit of its members (a/k/a shareholders); and

WHEREAS, at times AGUA projects that replacement water will be available for lease to nonshareholders, and such water is the subject of this lease.

THEREFORE, in consideration of the mutual promises herein contained and the payments to be made hereunder, the parties agree as follows:

1. Deliveries of Leased Water:

a. **Amount:** In accordance with the terms hereof, AGUA will make available to Lessee 71 Acre-feet ("leased water") for twenty-four (24) months starting on the 1st day of March, 2020.

b. **Point of Delivery.** AGUA will deliver the leased water to the Arkansas River at or near the confluence of Fountain Creek and the Arkansas River ("Point of Delivery"). Lessee will contact AGUA at least 2 days in advance to coordinate the amount and timing of deliveries, and such deliveries shall be subject to any legal or physical flow rate restrictions on the water rights to be delivered. AGUA may deliver to the Point of Delivery any source of fully consumable water decreed for augmentation that AGUA has the right to use. Lessee shall be solely responsible for the water once delivered at the Point of Delivery, including but not limited to obtaining any and all administrative approvals needed to exchange and use the leased water. The water to be delivered hereunder is raw water that has not been treated to make it suitable for any particular use. Any treatment of the water delivered hereunder to make it suitable for Lessee's use is the responsibility of Lessee.

2. **Price.** Lessee agrees to pay AGUA \$ _____ per acre foot of leased water for a total of \$ _____ upon signing this Lease. AGUA will refund Lessee on a proportional basis for any amounts of leased water that AGUA is not able to deliver. The parties agree that the water is leased on a "take or pay" basis, and Lessee shall not be entitled to a refund for leased water delivered by AGUA that is not used by Lessee.

3. **Approvals to utilize leased water.** Lessee shall only use the water for the purpose stated on page 1, unless AGUA approves in writing a different use. Lessee will be responsible for compliance with all applicable laws and obtaining all approvals necessary for Lessee's diversion and use of the water. If Lessee requires approvals from administrative or judicial authorities to use the leased water, then AGUA will cooperate with Lessee to provide information regarding the leased water that may be needed to obtain such approvals. However, all costs of any such approvals will be borne by Lessee.

AGUA shall not be required to install or make any physical alteration of any of facilities or outlet measuring devices. AGUA does not make any representations or guarantees as to the water quality of the leased water. Lessee will not file an application or request approval with any administrative or judicial authorities that includes a change (as defined by Section 37-92-103(5), C.R.S.) to any of the leased water without the express written consent of AGUA, which consent is in the sole discretion of AGUA.

4. **Deliveries and use subject to terms of other agreements and hydrologic conditions.** Lessee acknowledges and accepts that the leased water is dependent upon sources from which the supply is variable in quantity and beyond the control of AGUA. Some of the leased water will be derived from water that AGUA leases from third parties. Lessee acknowledges and accepts the risks that AGUA's delivery of leased water may be subject to and limited by those third party leases, hydrologic conditions, and governmental orders, and agrees to use the water in compliance with applicable third party leases. In the event that water is not available to AGUA pursuant to a third-party lease or other conditions, AGUA will make reasonable efforts to deliver from other water rights owned or leased by AGUA, but AGUA does not guarantee delivery of leased water and AGUA shall not be required to reduce water available to its shareholders in order to make deliveries pursuant to this Lease.

5. **Indemnification.** AGUA shall have no responsibility or liability in tort or contract to Lessee or third parties for any claim, demand, action or liability whatsoever asserted or arising as a result of the delivery or nondelivery or use of the leased water by Lessee. Lessee shall indemnify AGUA from any such claim, including reasonable attorney fees. If deliveries are limited as a result of hydrologic conditions beyond AGUA's control or the operation of third party leases, then Lessee agrees that such nondelivery shall not be considered a breach of this Lease.

6. **Transportation and evaporation losses.** Lessee will bear all transportation and evaporation losses from the Point of Delivery to the place of Lessee's diversion or use.

7. **Not a permanent supply.** The Parties understand and agree that this Lease is not to be interpreted as obligating AGUA to deliver water after the term of this lease, and no additional or holdover terms shall be implied.

8. **Title to water rights.** Nothing herein is to be interpreted to give Lessee any legal or equitable title in or to any of the leased water.

9. **Lease does not grant AGUA membership.** This lease does not grant Lessee membership in AGUA or any of the rights of AGUA shareholders.

10. **Assignability.** This Lease may not be assigned, or the water subleased, except the Lease may be assigned to any successor in interest to the wells augmented by the leased water and used to augment those wells. The terms of this Lease shall be binding on any such successor.

11. **Termination.** This Lease shall terminate no later than twenty-four months after the date on which deliveries commence. In the event AGUA is notified by any federal or state agency that this Lease constitutes a violation of AGUA's contracts with the Bureau of Reclamation, other applicable federal licenses, permits, federal law, or other contracts through which AGUA obtains water, AGUA may provide written notice of early termination to Lessee. As an alternative to AGUA's pursuing remedies for breach, and without providing any notice and opportunity to cure, AGUA may also provide written notice of early termination to Lessee due to failure to comply with applicable laws.

12. Waiver. Failure of either party hereto to exercise any right hereunder is not a waiver of such party's right. Waiver of any of the provisions of this Lease shall not constitute a waiver of any other provision. No waiver is binding unless executed in writing by the party making the waiver.

13. Remedies. In the event that AGUA defaults in the performance of any of its obligations under this Lease or otherwise breaches this Lease, Lessee's sole remedy shall be to terminate this Lease and Lessee shall be entitled to a refund for leased water paid for but not delivered by AGUA. In the event of litigation, the prevailing party will be entitled to its litigation costs, including reasonable attorney's fees.

14. Complete Lease. This Lease contains the complete and entire agreement between the parties regarding the transaction contemplated herein. This Lease may only be modified or renewed except by a further agreement in writing.

15. Notices. Any notice required under the terms of this Lease shall be given in writing and shall be effective upon delivery to the registered agent on file with the Colorado Secretary of State or to AGUA's manager at AGUA's office (a) by hand; (b) by certified or registered mail, postage prepaid, return receipt requested; or (c) by email to the undersigned if the recipient provides to the sender written or electronic confirmation of receipt.

16. Governing law. This Lease will be governed by the laws of the State of Colorado in all respects, and venue for any dispute shall be the District Court for Pueblo County, Colorado.

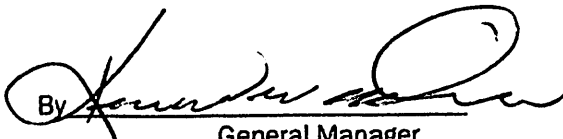
17. Captions and headings. The captions and headings in this Lease are for convenience of reference only, and will not be used to interpret, define, or limit its provisions.

18. Lease not to be construed against the drafter. In the event of an ambiguity in this Lease, the rule of construction that ambiguities will be construed against the drafter is inapplicable, and the parties hereto are to be treated as equals.

19. No third party beneficiaries. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the parties, and not to any third party. Any services or benefits that third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first written above.

ARKANSAS GROUNDWATER USERS
USERS ASSOCIATION,

By 
_____, General Manager

ATTEST: _____

LESSEE: A's Construction

By _____
_____, Secretary



(President of Managing LLC Member)

Boone Fillmore Pit Legal Description Exhibit A/B

Map By James Higgs
Framont Paving and Redi Mix 2/20/21

[Signature]



NAD 83 Coordinates

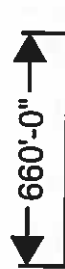
1) 38.212392° -104.175300°
2) 38.209828° -104.175605°
3) 38.209386° -104.173773°
4) 38.206733° -104.170733°
5) 38.204153° -104.170270°
6) 38.203093° -104.167016°
7) 38.202597° -104.166883°
8) 38.201318° -104.166047°
9) 38.201259° -104.167939°
10) 38.202455° -104.166828°
11) 38.201720° -104.166626°
12) 38.201663° -104.163253°
13) 38.201369° -104.162293°
14) 38.203101° -104.161378°
15) 38.203080° -104.163169°
16) 38.211289° -104.163436°
17) 38.210692° -104.166959°
18) 38.210700° -104.167507°
19) 38.210799° -104.168186°
20) 38.210880° -104.168863°
21) 38.211362° -104.169658°
22) 38.212102° -104.171435°
23) 38.212198° -104.171979°
24) 38.212200° -104.173687°
25) 38.212442° -104.174323°

Legal Description

SE 1/4 of NW 1/4, S 1/2 of NE 1/4, NE 1/4 of SW 1/4, and the Entire SE 1/4 of S24 T21S R61W

NE 1/4 of NE 1/4 of S25 T21S R61W

Scale



© 2021 Google

Approx. Pit Entrance
38.201223° -104.168049°

Land Owner:
Ron Fillmore

Land Owner:
Ron Fillmore

Land Owner:
Ron Fillmore

Land Owner: Robert
Carruth & Bonnie Dove

Land Owner: BLM

Land Owner:
Ron Fillmore

Land Owner:
Ron Fillmore

194
Acres

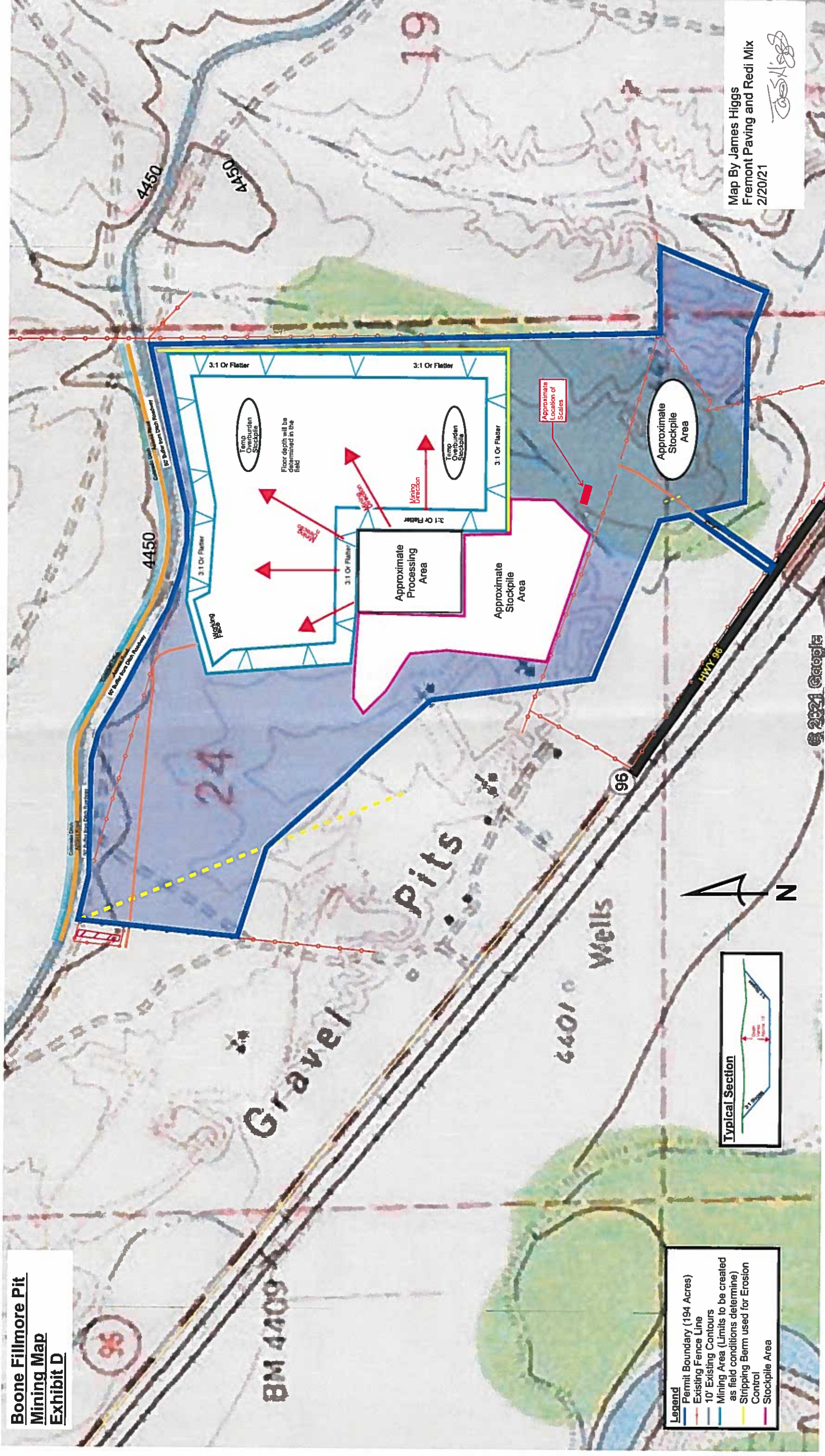
Colorado Ditch

HWY 96

96



**Boone Fillmore Pit
Mining Map
Exhibit D**



Fillmore Pit

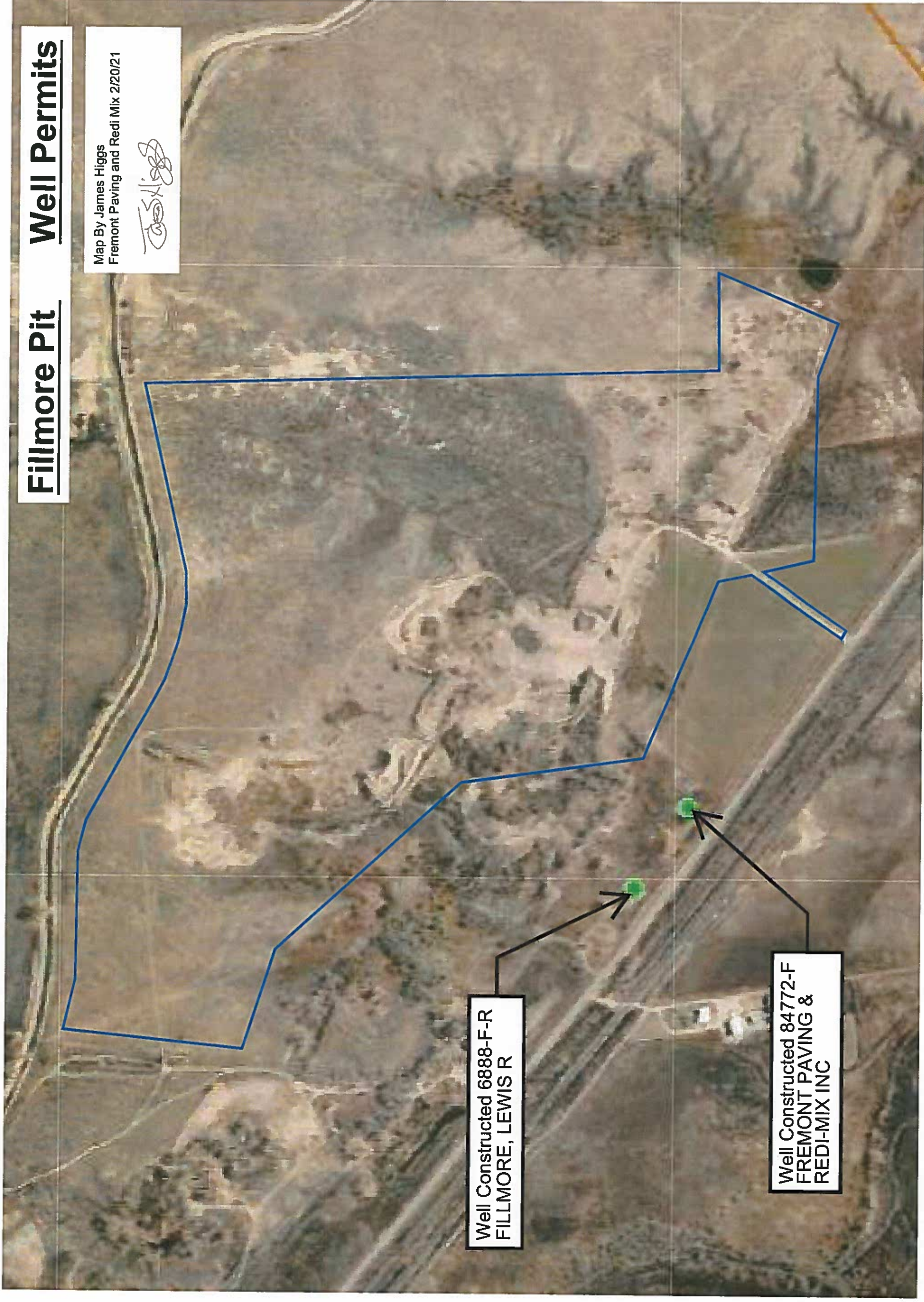
Well Permits

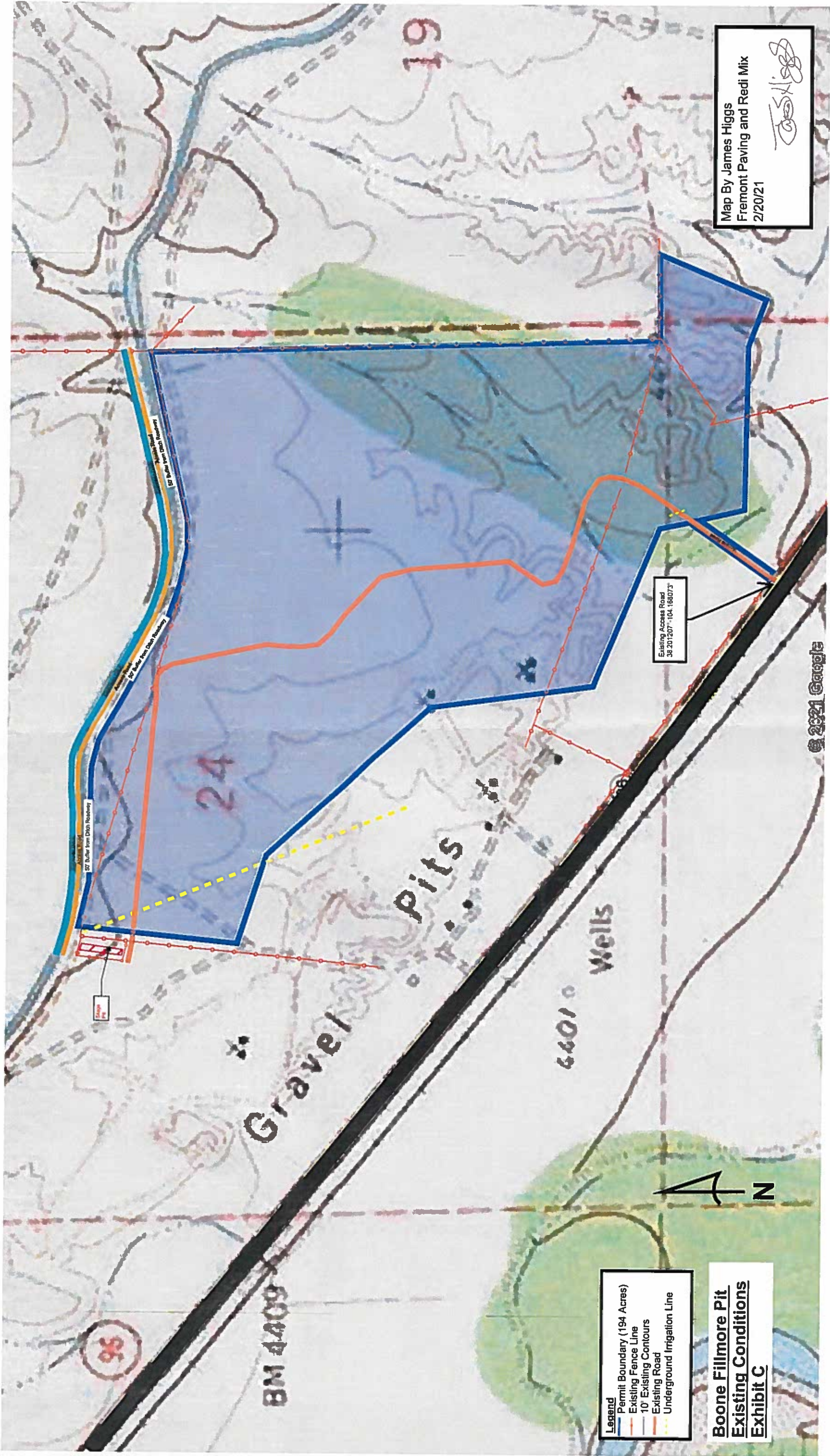
Map By James Higgs
Fremont Paving and Redi Mix 2/20/21



Well Constructed 6888-F-R
FILLMORE, LEWIS R

Well Constructed 84772-F
FREMONT PAVING &
REDI-MIX INC





Map By James Higgs
Fremont Paving and Redi Mix
2/20/21

Existing Access Road
36 201207-104 198073

- Legend**
- Permit Boundary (194 Acres)
 - Existing Fence Line
 - 10' Existing Contours
 - Existing Road
 - Underground Irrigation Line

**Boone Fillmore Pit
Existing Conditions
Exhibit C**

2321 Feet

February 24, 2021

Colorado Division of Reclamation, Mining and Safety
Attn: Patrick Lennberg, Environmental Protection Specialist
1313 Sherman Street, Room 215
Denver, CO 80203

RE: Fillmore Pit M1990-144 Amendment, Preliminary Adequacy Review Response

Mr. Lennberg,

Thank you for your response to the amendment application. The responses to the adequacy items are below.

1. The name has been updated on the application question #2.
2. The coordinates of the mine entrance have been updated on the application.
3. The Existing Conditions Map has been updated accordingly.
4. The stockpiles have been added to the map as directed.
5. The access road will not be upgraded or modified as a part of the proposed mining activities.
6. The operator commits to segregating topsoil and overburden stockpiles.
7. The maximum disturbed acreage at any one time will be 194 Acres.
8. The proposed affected acreage will be 194 Acres.
9. The height of the highwall will be approximately 10'-15' high.
10. The operator will commit to submitting a technical revision to the permit pursuant to Rule 1.9 prior to operating the asphalt plant
11. The landowner will continue to work to sell the aggregate piles until they are depleted. They will remain undisturbed during mining.
12. The Colorado Ditch is the owner of the structure that is listed on the Existing Conditions Map and the Legal Description Map.
13. The operator intends to stay a minimum of 50 feet away from the Colorado Ditch Road.
14. There was a typographical error in the text and should read 6" and not 3'. That section has been updated and attached for your review.
15. The haul road will remain for the landowner to access the dryland farm. Stockpiles will be sold as the market warrants and will be reclaimed according to the reclamation plan when the piles are depleted.
16. The owner commits to not leaving any stockpiles behind following all reclamation activities.
17. The large stockpile in the southeastern portion of the site will remain for the landowner to sell as the market warrants. The reclamation for this portion of the site will remain consistent with the reclamation plan in the application.
18. The fence is the owned by the operator. The fence will be moved and replaced during the mining and reclamation.

2-25-21
Richard Wright