RECEIVED

MAR 23 2021

Dustin Czapla

March 12, 2021

Environmental Protection Specialist Division of Mining, Reclamation and Safety **DIVISION OF RECLAMATION** MINING AND SAFETY

RE: Blue Creek Staging Area, File No M-2021-016 Special 111 Operation

Mr. Czapla,

Thank you for reviewing our initial application. We have addressed your concerns and I have attached a revised narrative along with the support documentation as required with the permit application. Details in are the narrative, but I wanted to summarize our revisions below:

6.3.2 Exhibit B Site Description

- (a) a copy of the NRCS soil map applicable for Gunnison County is included in this revision, as well as site specific soil conditions and vegetation classifications.
- (b) identify any permanent manmade structures Please see Map E-2

6.3.3 Exhibit C Mining Plan

- (b) the estimated depth of topsoil and deposit are mentioned in the narrative and correlate with Map E-2. Topsoil stockpiles are mentioned in the narrative and are in Map E-2.
- (c) the borrow area will be used for import fill to the jobs site, we are expecting an average depth of dirt/rocky dirt to be removed from the borrow area. This material may need to be screened or crushed to meet project specifications.
- (d) thickness of dirt/rocky dirt to be excavated is on average to 15'.
- (e) please see crushing equipment and loaders listed in the narrative.
- (f) please see Map E-2 for designated stockpile areas, crusher location and haul
- (g) the are currently no roads on property, all new roads are listed in Map E-2.
- (m) Please see revised narrative and Map E-2, no chemicals or explosives will be
- (p) no explosives will be used

6.3.4 Reclamation Plan

- (c) Please see revised narrative for Reclamation Plan
 - (i), (ii), (iii), (iv), (v), (vi) Please see revised narrative for Reclamation Plan
- (d) Owner wishes a two track road to remain to access the property, but signification portions of the haul road will be reclaimed, contours are shown on E-3
- 6.3.11 Exhibit K Terms of Governmental Contract Please see attached GC contract and Sub Contracts
- 6.3.12 Exhibit L

- (a) please see notarized agreement between landowner and Cornerstone Materials LLC for damages
- (b) please see attached letter from Permittee guaranteeing to stay 200' away from over head power line indicated on Map E-1

Sincerely

Jane Luttrell
-General ManagerCornerstone Materials LLC
(970) 249-8780 Office

(970) 252-1265 Fax

Blue Creek Staging Area

111 SPECIAL APPLICATION TO THE COLORADO DIVISION OF RECLAMATION, MINING, AND SAFETY

February 24th, 2021
Revised March 12th, 2021

Blue Creek Staging Area

Special 111 Application

TABLE OF CONTENTS

CONTENTS

1.	Introduction	1
2.	Legal Description and Location Map	Exhibit A
3.	Site Description	Exhibit B
4.	Mining Plan	Exhibit C
5.	Reclamation Plan	Exhibit D
6.	Maps	Exhibit E
7.	List of Other Permits	Exhibit F
8.	Source of Legal Right to Enter	Exhibit G
9.	Municipalities Within a Two-Mile Radius	Exhibit H
10.	Proof of Filing with the County Clerk	Exhibit I
11.	Proof of Mailing Notices of Permit Application	Exhibit J
12.	. Government Contract	Exhibit K
13.	Permanent Man Made Structures	Exhibit L
14.	Notice Requirements	ADD 1
15.	. Geotechnical Study	Exhibit M

INTRODUCTION

The proposed Blue Creek Staging Area is located 30 miles South West of Gunnison. The site, in relation to the City of Gunnison is shown in exhibit A. The staging yard and mining area is located on a 35-acre tract of land owned by B&L Land Company LLC. The site is bordered by a private landowner on the East, National Park Service on the North and the Colorado Department of Transportation on the South and West. Parcel lines obtained from Gunnison County are shown in Exhibit B. The request for the permit is for the sole intent of using the property to support the Little Blue Creek Federal Highway Project. The property is located within the project limits and will allow the strict construction schedule to be maintained. Since the property is within the project limits, thousands of truck loads of construction aggregate will be kept off of the highway, alleviating serious traffic concerns already associated with this project. The staging yard will accept material from the above project where it will be stockpiled, crushed, and sorted into project specified materials. The material will then be transported back to the site as needed. The project will require the import of additional borrow material from the property, which is noted in the mining plan.

The topography within the permit area slopes gently down toward the north. The disturbed area for the Farm Road Source is 19.93 acres for the mining area and for topsoil storage. The permit boundary is shown on Map E-1 and the entire permit area is 19.93 acres. The staging area has historically been used for grazing. The property is currently accessed from the frontage road adjacent to Highway 50, included is a letter from CDOT allowing construction access for the site. The proposed mine site will use the existing road for its operations and access from the property. The trucks hauling off the property will access US 50 at the existing paved entrance, no improvements are required.

The site will be reclaimed to a land use of general agriculture. The landowners wish to place poor ground into productive agricultural property at the completion of the project. The topography of the reclaimed land is shown on Map E-3.

EXHIBIT A - LEGAL DESCRIPTION

The site is approximately 30 Miles South West of Gunnison.

LEGAL DESCRIPTION

See attached legal description.

EXHIBIT B – SITE DESCRIPTION

Map – Vicinity Map and Neighboring Properties

SOILS INFORMATION

The soil survey performed by the NRCS covers the permit area. - See Attached

The existing topsoil depth ranges from 6"-12" deep. All topsoil will be salvaged and stored in the two topsoil piles indicated on Map E-2. The salvaged topsoil will be stabilized per rule 3.1.9(1)

The Staging Area, Road and Borrow Area as indicated on Map E-2 will have the topsoil stripped and place in the areas as indicated on the map. The staging area and haul road will receive structural fill and road base to stabilize those respective areas during the project. The owner wishes that the entrance remain in place at the end of the project.

VEGETATION INFORMATION EXISTING PLANT COMMUNITIES

1) The vast majority of the permit area is covered with a sage brush community that has been used for sheep and cattle grazing in the past. There has not been any irrigation on the terrace to the best of our knowledge. Wyoming big sagebrush is the dominant shrub; a few other shrub species including four-wing saltbush, rubber rabbitbrush, and broom snakeweed are very uncommon. Prickly pear cactus is occasional. Perennial grasses include native species such as galleta grass, blue grama, and Indian ricegrass, and introduced pasture grasses including crested wheatgrass and various bluegrass species. Grasses are mostly sparse and mainly grow under the canopy of sagebrush plants. Forbs are sparse and uncommon, mainly limited to ephemeral species that are only evident in spring or early summer.

WATER INFORMATION

1. Surface Water General Discussion

Existing stormwater on the terrace either infiltrates through the gravel or runs off through the unnamed drainages. Surface water within the disturbed area will be collected during mining in the northwest portion of the mining area and will infiltrate. No sediment will be allowed to leave the site and cloud any downstream waters. The site will not affect existing water rights since the pit will not expose groundwater and will not store stormwater for more than 72 hours.

After reclamation, stormwater encountered in the mining area will continue to infiltrate or evaporate.

2. Hydrology and Sediment Control for Mining

Water that is 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 water hauled to the mining area and used in processing and for dust control. During topsoil stripping, ditches will lead to the mine area, to ensure that no runoff leaves the site. The ponds and bermed areas will contain the 100 year runoff from the area that drains to it. Once the excavation of the pit has started, all water from the disturbed area will drain to the bermed pit and cannot leave the site.

3. Groundwater

Since the current depth of excavation did not show groundwater and there are no visible seeps or springs, groundwater is not expected to be encountered during mining. While no groundwater is anticipated to be exposed by excavation, if it is exposed, excavation will cease at an elevation of 2 feet above the groundwater level.

5. Water Consumption for the Operation

The staging area is on an elevated terrace and there is no groundwater on the terrace. This is known from existing operations on the terrace further north of this site and the lack of springs emanating from the base of the shelf rock anywhere on the site. There is very little moisture in the borrow material and will evaporate as it is mined.

Water will be used in several ways in the pit operation:

1) Control dust on the haul roads and excavation areas

Water used for dust suppression is usually 100 percent depletive with no measurable return flows to the river system. Dust from the haul roads will be controlled by water. Water will only be applied when needed at this elevation, since cold conditions on site for much of the year result in little evaporation and/or dust.

2) Crushing and Screening Plant Operations

The crushing/screening plant uses 200 gallons per hour at a throughput rate of 225 tons per hour, but 180 tons per hour will be assumed, so this amount for 180 tons per hour is conservative.

PERMANENT MANMADE STRUCTURES:

- Old barb wire fencing on west side and south side of property as indicated on Map E-1
- Gunnison County Electric Association Overhead Power Line as indicated on Map E-1

MINING PLAN EXHIBIT C

1. General Mining Plan

The permit area will be staked prior to any additional site disturbance. Map E-2 shows the mining activities. The location of the imported material is shown on Map E-2. Topsoil will be stripped, and the site will be graded as shown in Map E-2 to accommodate import material storage, 2 staging yards for job trailers, a crusher location, aggregate stockpiles, borrow area and topsoil storage. The site will begin to accept material generated from the Blue Creek Highway Project in the spring 2021. The schedule for the job is 2-3 years, the site will be used for the duration of the project and reclamation will occur at the completion of the job.

Access to the staging yard will come from the frontage road adjacent to Highway 50 and enter onto Highway 50 at the existing improved entrance with the project limits.

Topsoil will be salvaged on site and stored for reclamation. Topsoil will be stockpiled along the northern edge of the permit running north to south in two separate piles as shown in Map E-2. The operation will run to support the highway project and similar hours of operation are expected at the site as it supports the project. Excavated product will be stored within the Mining Area. All final slopes will be mined to 3H:1V or less to reduce the amount of reclamation required after mining. The mining areas and stockpiles are shown on Map E-2.

Estimated depth of topsoil is 6"-12". The borrow area as indicated on map E-2 will be excavated to an average depth of 15' as indicated on Map E-2. The borrow area material below the topsoil layer is expected to be suitable structural fill dirt/rock fill dirt that the project might require. Crushing or screening may be necessary of that material to meet project specifications.

The following list is the best estimate of the required equipment to be used onsite throughout the mine life:

Gravel Crushing Equipment

- Portable crushing plant
- Water Truck for dust suppression
- Wheel Loader Cat 988, Cat 980
- Cat D-9 size dozer or equivalent
- Caterpillar Excavator with Thumb

Support equipment will come to the site on an as-needed basis.

The 20' wide haul road will be utilized to move materials on the site.

No refuse, acid or toxic producing materials are expected to be encountered in this operation. If these materials are encountered, topsoil will be placed over the area and mining will move to a different area.

Explosives are not expected to be used and are not a part of the mining plan and this application.

The stormwater containment berms are intended to hold the stormwater for less than 24 hours. This will be done by storing the water on the pit floor. The stormwater will infiltrate to the groundwater as it did prior to mining.

All existing fencing will stay in place.

The operator commits to clearly marking the permit boundary with stakes surveyed on site. It is planned that the material may be used to provide base material for construction projects in the area.

4. Topsoil, Overburden Handling

Topsoil is limited and will be stockpiled and stored for reclamation uses if encountered.

5. Water Handling

All water for dust control will be transported to the site via a water truck. On site water will not be required for the operations. All historic water rights and flow ways will not be altered and

will be protected under requirements called out in the storm water management plan to be issued by the Colorado Department of Health and Environment prior to the commencement of operations.

6. Schedule of Operations

Import, crushing and export of material will be congruent with the construction schedule of the Blue Creek Project

7. Gunnison County Impacts and Environmental Impacts

The aggregate production is estimated to be 150,000 tons of material required to service the project. Truck traffic will be limited to the site and the project, reducing the traffic volumes if the materials were to be imported from the Gunnison or Montrose areas.

- a) Truck traffic: DOT legal trucks will access to and from the site from the existing entrance.
- b) Noise: will meet all MSHA regulations as well as requirements of the Gunnison County Land Use Department.
- c) Dust: Although the pit activities will be watered and all operations on the site are regulated by the Air Quality Control Division of the CDPHE.
- d) Visual impact: The mine will be located within the project limits and will be reclaimed at completion of the job. Significant changes to the property upon completion are not expected.
- e) The product from this staging area will positively impact the Highway Construction project by providing a place for import, processing, and storage of construction aggregates. Due to the nature of the project, export and import of materials would have been extremely difficult to manage and the costs would have been excessive, potentially leading to over-runs of the budget for the project.
- f) The hydrological system will detain all runoff so that sediment will not leave the site and cloud any downstream waters. There will be sanitation facilities located in the Mining Area, therefore no leach fields or other means of sewage disposal within the Mining Area.

- g) The Blue Creek Staging Area will be reclaimed to General Agriculture as shown on Map E3-
- 3. The operator will work closely with the County, NRCS, CDPW and the DRMS to ensure that the reclamation plan is the most appropriate for achieving the post-mining land use.

RECLAMATION PLAN

EXHIBIT D

1. General Reclamation Plan

The total area of the permit is 19.93 acres. The access road will be left in place at the end of the mine per the request of the landowner. All other areas will be reclaimed into General Agriculture. All topsoil that is salvaged will be replaced at a depth of 12" in disturbed areas. Topsoil will not be exported from the site, imported topsoil is not anticipated but if topsoil is imported it will be inspected

2. Haul Roads and Access

The site will construct a new road as indicated on map E-2, the owner wishes that a narrow twotrack road be left at the completion of the project.

3. Reclamation Timetable

Reclamation will begin at the completion of the Blue Creek Highway Project.

4. Revegetation Plan

The reclamation seed mix is intended to restore a vegetation community that is good for cattle and/or sheep grazing and deer/elk grazing but the mix also contains shrub seed which could potentially result in sage grouse use in the future. Many years of experience in reclaiming sites such as this have shown that although the reclamation seed mix contains considerable grasses which will rapidly grow, eventually the shrubs (particularly sagebrush) will take over the site and fully restore the existing community.

The areas being reclaimed will be harrowed and drill seeded in the spring and fall with a mix consisting of the following to control erosion:

Species	Lbs Pure Live Seed per acre		
Fairway Crested Wheatgrass	1.5		
Pubescent Wheatgrass	1.0		
Galleta (floret)	3.0		
Indian Ricegrass	3.0		

Winterfat	0.5
Shadscale	0.5
Scarlet Globemallow	0.5
Bottlebrush	0.5
Rabbitbrush	0.5
Four-winged Saltbush	<u>0.5</u>

Total 11.5 lbs pure live seed per acre (drilled rate)

5. Post-Reclamation Site Drainage

The site will contain a 100-year 24 hour event. At the completion of the project the site will be graded per the reclamation plan. For this reason, the outside edge of the perimeter of the site will have an 18-inch-high berm of approximately 6H:1V slope left in place to ensure that no disturbed area runoff leaves the site in the final reclamation stage.

This stormwater containment berm will hold back the water producing a shallow pool. This pool will quickly dissipate into the pit floor. No drainages enter the site, meaning a diversion ditch will not be needed. A small area in relation to the total mining area (the northwest portion) will be allowed to drain into the reclaimed area, but the size of the pit floor will be able to allow infiltration. Stormwater will sheet flow down the side slopes (3H:1V) across the pit floor and pool behind the stormwater berm. This berm will be left in place due to its shallow slopes and minimal height.

6. Weed Control

Measures will be employed for the control of any noxious weed species. Control measures will also be used if the growth of weed species on the reclaimed area threatens further spread of the weeds to nearby areas. A Weed Control Plan will be utilized as follows:

- 1) Each April, a weed survey will be taken of the permit area.
- If any patches or plants have been identified, they will be sprayed by backpack sprayer or 4-wheeler using chemicals approved for use by the weed control staff of Gunnison County.
- 3) After reclamation, weed surveys and general agriculture best practices will be used to control weeds on the site.

The Division and Gunnison County weed control staff will be consulted regarding any weed infestation areas and any control measures prior to their initiation. The plan does not contemplate total weed removal on the property.

During all phases of the mining operation the permit area will be monitored closely every year, through which the operator may determine if any additional weeds have grown. If any new species of weeds are found, Gunnison County Weed Control and the Division will be consulted in order to formulate the best plan for the new infestation.

MAPS EXHIBIT E

Map E-1 – Existing Conditions

Map E-2 – Staging and Mining Map

Map E-3 – Reclaimed Conditions Map

OTHER PERMITS AND LICENSES REQUIRED EXHIBIT F

The following permits are needed for the site:

- 1. Gunnison County Land Use See Attached Email
- 2. CDOT Access Permit See Attached Email
- 3. NPDES combined process water/storm water discharge permit A NPDES permit will not be needed from the Colorado Department of Public Health and Environment since water will not leave the site until vegetation is sufficient to control erosion.
- 4. No USCOE 404 permit will not be necessary because no wetlands or waters of the U.S. will be disturbed.

SOURCE OF LEGAL RIGHT TO ENTER EXHIBIT G

The owner is has granted the operator a lease to enter and operate on the property. See attached.

MUNICIPALITIES WITHIN TWO MILES EXHIBIT H

NONE

PROOF OF FILING WITH COUNTY CLERK

EXHIBIT I

Please see attached return receipt.

Please see attached certified proof of mailing for revised narrative

PROOF OF MAILING NOTICES OF PERMIT APPLICATION EXHIBIT J

Please see attached

GOVERNMENT CONTRACT EXHIBIT K

See Attached

CONFORMED CONTRACT

CONTRACT NUMBER: 6982AF21C000003 PROJECT NUMBER: CO FLAP US50(1)

PROJECT NAME: LITTLE BLUE CREEK CANYON

CONTRACTOR NAME: AMERICAN CIVIL CONSTRUCTORS, LLC

DBA ACC MOUNTAIN WEST
4901 S WINDERMERE ST.

LITTLETON, CO 80120

This contract cites Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14 US Customary Units

ISSUING OFFICE:



U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS HIGHWAY DIVISION 12300 W. DAKOTA AVENUE, SUITE 360 LAKEWOOD, CO 80228

Web site: https://highways.dot.gov/federal-lands

E-mail: <u>CFLContracts@dot.gov</u>

PROJECT

CO FLAP US50(1)

LOCATION

LITTLE BLUE CREEK CANYON

COUNTY

GUNNISON

STATE

COLORADO

LENGTH

SCHEDULE A: 2.14 MILES SCHEDULE B: 4.17 MILES

TYPE OF IMPROVEMENT

ROAD RECONSTRUCTION &
REHABILITATION, ROCK EXCAVATION,
ROCKFALL MITIGATION, ROADWAY
EXCAVATION, RETAINING WALLS,
GRADING, DRAINAGE, AGGREGATE
BASE AND ASPHALT

TABLE OF CONTENTS

Solicitation, Offer, and Award	1
Bid Schedule	5
Amendments	5
Small Business Subcontracting PlanB-	l
Contract Clauses	1
Construction Wage Rate Requirement	1
SPECIAL CONTRACT REQUIREMENTS (SCRs) The following Special Contract Requirements amend and supplement the Standard	
pecification for Construction of Roads and Bridges on Federal Highway Projects	
Division 100 E-Division 150 Division 200 E-4 Division 300 E-9 Division 500 E-11 Division 700 E-12 Division 700 E-15	6 2 4 5 0 6
Division 100 E- Division 150 E-2 Division 200 E-4 Division 300 E-9 Division 400 E-9 Division 500 E-11 Division 600 E-12	6 2 4 5 0 6

				.		
SOLICITATION, OFFER	1. SOLICITATION NO.	2. TYPE OF SOL		3. DATE ISSUED		
AND AWARD		X SEALED	BID (IFB)		PAGES	
(Construction, Alteration or Repair)	6982AF20B000008	☐ NEGOTI	ATED (RFP)	08/31/2020	1 of 2	
	<u> </u>				<u> </u>	
	FER SECTION ON THE RE	 	· · · · · · · · · · · · · · · · · · ·		Y.	
4. CONTRACT NO.	5. REQUISITION/PURCHA	SE REQUEST NO.	6. PROJECT N			
6982AF21C000003	HFLCEO200364PR		CO FLAP US5	J(1)		
7. ISSUED BY:	CODE: 69050001	8. ADDRESS OFFE	L			
FEDERAL HIGHWAY ADMINISTRA		Ryan Phillips, Contra				
CENTRAL FEDERAL LANDS DIVIS		Federal Highway Ad				
12300 WEST DAKOTA AVENUE, SI		Central Federal Land	s Division Office			
LAKEWOOD, COLORADO 80228		12300 W. Dakota Av				
		Lakewood, CO 80228		(F.) (C.) (T)	
9. FOR INFORMATION CALL	A. NAME:	NE A 2	B. TELEPHON	E NO. (Include are	ra code)	
SEE PAGE A-3	SEE PAC	E A-3 CITATION		SEE PAGE A-3	·	
NOT	E: In sealed bid solicitations "off		'bid" and "bidder."	,		
10. THE GOVERNMENT REQUIRES PI					····	
DO A DWAY CONGEDUCTION DDO	TECT DISTRICT ACCORDA	NOT WITH				
ROADWAY CONSTRUCTION PROJ						
1. FEDERAL ACQUISITION A	AND TRANSPORATION AC	CQUISITION REGU	LATIONS (FA	R & TAR)		
2. DEPARTMENT OF LABOR	. CONSTRUCTION WAGE	RATE REQUIREM	ENT RATES			
		12112 1220211				
3. SPECIAL CONTRACT REQ	QUIREMENTS					
4. PLANS						
5. BID SCHEDULE						
6. STANDARD SPECIFICATION	ONS FOR CONSTRUCTION	OF ROADS AND	BRIDGES ON I	EDERAL HIGHWA	AY	
PROJECTS, FP-14, U.S. CU	STOMARY UNITS					
7. SUBCONTRACTING PLAN	(JE APPLICARLE)					
7. Sebecitikae into That	(II ATTECABLE)					
See Subsection 104.04 of the FP-14 fo	or governing order of preceden	ce				
				····		
11. The Contractor shall begin performance	•	-	-			
proceed. The performance period is X m	andatory 🔲 negotiable. *Refer	to Subsection 108.01 as	s amended in the S	Special Contract Requ	irements.	
12A. THE CONTRACTOR MUST FURNISH	ANY REQUIRED PERFORMANCE	AND PAYMENT BONDS	?	12B. CALE	NDAR DAYS	
(If "YES," indicate within how many calend	dar days after award in Item 12R) X YES	NO	•	10	
		, M 125 U				
13. ADDITIONAL SOLICITATION	REQUIREMENTS:					
A Sealed offers in original and 0	conies to perform the work	required are due at the	nlace specified i	in Item 8 by 2:00 r	m (hour)	
A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8. by <u>2:00 p.m.</u> (hour)						
local time on 10/21/20 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes						
containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.						
B. An offer guarantee x is is not required.						
C. All offers are subject to the (1) work requirements and (2) other provisions and clauses incorporated in the solicitation in full text or						
by reference.	by reference.					
	D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and					
	_ calciluat days for Governmen	n acceptance after the	uate offers are d	ue wiii not de consid	cieu allu	
will be rejected.						
L					 	

OFFEROR (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) 15. TELEPHONE NO. (Include area code)											
American Civil Constructors LLC dba ACC Mountain West				,	303-795-2582						
4901 S. Windermere Street Littleton, CO 80128				16.	REMITTA	ANCE ADI	DRESS (Incl	lude only if di	fferent than I	tem 14)	
DUNS NO. 01-962-7	871										
17. The offeror agrees	to perform t	he work req	uired at the	prices sp	ecifi	ied below in	n strict acco	rdance with	the terms o	f this solicit	ation, if
this offer is accepted by than the minimum required	the Govern	ment in writ	ing with	calendar	day	s after the	date offers	are due. (Ins	sert any numb	ber equal to o	
AMOUNTS				SEE	INI	DIVIDUAL	BID SCHI	EDULE(S)			
18. The offeror agrees t	o furnish ar	y required p	erformance	and pay	men	t bonds.					
	(The offeror		ACKNOW receipt of a						e of each)		
AMENDMENT NO.	A001	A002	A003	A004							
DATE	10/8/2020	10/14/2020	10/15/2020	10/16/20	020						
20A. NAME AND TITI	E OF PERS	SON AUTH	IORIZED	⊋0B. SĮ	GN/	ATURE		<u> </u>	20	C. OFFER	DATE
TO SIGN OFFER (Type	or print)			[[)	1. 1	100	^	١.	0/21/2020	
Randy Maher - President				1	a	udl	VVV	41	1	0/21/2020	
			AWARD (7	o be con	nple	ted by Gov	ernment)				
21. ITEMS ACCEPTED):										
Schedule B											
22. AMOUNT Amount Bid: \$37,294,5	587.00		23. ACCOU	NTING	AN	D APPROP	RIATION	DATA			
Incentives/Partnering:		7	See cont	tinuatio	n s	heet					
Amount Obligated: \$3											
24. SUBMIT INVOICES				:7	25.	OTHERT	HAN FULL	AND OPEN	COMPETIT	'ION PURSU	ANT TO
(4 Copu	es uniess oine	erwise specifi	ea)		□ 10 U.S.C. 2304(c)() □ 41 U.S.C. 3304(a)()						
26. ADMINISTERED I	3Y	C	ODE:		1			BE MADE B	_	***************	
					1			ADMINISTI		VISION	
					CENTRAL FEDERAL LANDS HIGHWAY DIVISION 12300 W. DAKOTA AVENUE, SUITE 167						
					LAKEWOOD, COLORADO 80228						
T 20 NECOTIATED			FFICER WI								
28. NEGOTIATED sign this document and r	eturn	conies to	ractor is req o issuing offi	uirea to ce.)	29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to						
Contractor agrees to furn	ish and deli	iver all items	s or perform	all	the items listed. This award consummates the contract, which						
work requirements ident					consists of (a) the Government solicitation and your offer, and (b)						
sheets for the consideration					this	s contract a	ward. No f	urther contr	actual docui	ment is nece	ssary.
obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses,											
representations, certifications, and specifications incorporated by											
reference in or attached to this contract.											
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)			31A. NAME OF CONTRACTING OFFICER (Type or print)								
TO THE TO STORY (Type or print)				Ryan Phillips							
30B. SIGNATURE			30C. DA		31B. UNITED STATES OF AMERICA 31C. AWARD				1		
					BY RYAN PHILLIPS Digitally signed by RYAN PHILLIPS Date: 2020.11.12 08:56:58-07'00'						
					Щ.			STANDAT	DEODMIA	142 (DEV 9/2	014) PAC



March 12, 2021

RE: Blue Creek Staging Area, File No M-2021-016 Special 111 Operation Lease

Rocky Mountain Aggregate & Construction LLC agrees to lease from Cornerstone Materials LLC the property 10201 US Highway 50 to perform crushing activities associated with the:

CONTRACT NUMBER: 6982AF21C000003 PROJECT NUMBER: CO FLAP US50(1)

PROJECT NAME: LITTLE BLUE CREEK CANYON

CONTRACTOR NAME: AMERICAN CIVIL CONSTRUCTORS, LLC DBA ACC

MOUNTAIN WEST

CONTRACTOR ADDRESS: 4901 S WINDERMERE ST. LITTLETON, CO 80120

Cornerstone Materials LLC grants Rocky Mountain Aggregate & Construction legal right of entry into the property.

Rocky Mountain Aggreagte & Construction LLC

ane Luttrell – Geneal Manager

Date: 3/12/2021

Cornerstone Materials LLC

Zane Luttrell – Member

Date: 3/12/2021



4901 S. Windermere St. Littleton, CO 80120 Fax: 303-347-1844

Date: 3/4/2021

Services: Crushed Aggregate

To: Rocky Mountain Aggregate & Construction

Subcontract #: 21001-142-13

LLC

Regarding Project: CO FLAP US50(1) Little Blue Creek Canyon

SUBCONTRACT REQUIREMENTS

Please review these subcontract documents and sign, initial and return all copies, along with the following items to American Civil Constructors LLC within ten (10) days:

Yes	Subcontract L
Yes	Certificate of Insurance (GL/Auto/Umbrella/WC as required by Exhibit "A" of the Subcontract) and endorsements. The limits shown are minimum amounts and all endorsements must be in favor of American Civil Constructors LLC and Owner. All endorsements must be attached. MUST COMPLY PRIOR TO STARTING WORK*
No	Performance and Payment Bond (if applicable)
Yes	Form W-9 completed and signed
Yes	A written hazard communication program
Yes	List of material Suppliers (if applicable)
Yes	Signed Certificate of Compliance and Employment Certification
No	Schedule of durations

No Subcontractor may start work on this Project, and no Subcontractor's pay request will be processed, until all of the above paperwork has been returned to our office. If you have any questions on any of the above, please contact me. We are looking forward to a quick return of the above, and a mutually successful performance on the Project.

Sincerely,

John Butcher
AMERICAN CIVIL CONSTRUCTORS LLC

Standard Subcontract Form

This Subcontract Agreement ("Subcontract") is made and entered into this 4th day of March, 2021, by and between Rocky Mountain Aggregate & Construction LLC doing business as the same with principal office at 23625 Uncompaniere Road, Montrose, CO 81403 ("Subcontractor") and AMERICAN CIVIL CONSTRUCTORS LLC doing business as ACC Mountain West ("Contractor"),

The Subcontractor and the Contractor in consideration of the terms, obligations, covenants and conditions agree as follows:

SECTION 1. The Subcontractor agrees to furnish materials, labor, equipment and supervision ("Work") as described in Section 3 on a project described as CO FLAP US50(1) Little Blue Creek Canyon("Project') which is being performed by Contractor for Federal Highway Administration("Owner") in accordance with all terms, covenants, and conditions of the General Contract between the Owner and the Contractor.

SECTION 2. The provisions set forth as ADDITIONAL PROVISIONS OF SUBCONTRACT are hereby incorporated into and made a part of this Subcontract.

SECTION 3. The Subcontractor and the Contractor agree that the Work Items to be performed by Subcontractor are:

Qty	Description	Unit Price	Total
d 113	Mobilization	6300,000,00	\$300,00000
TLS	Site Dev. And Reclamation	-\$d\$(000.00)	\$85,000,00
479,593 Ton	Class 6 ABC (FOB Mcabe or Site)	(59,07)	(\$7715)33710 ()
70,000 Ton	Rock Wall Backfill 2" Minus	92.00	\$550,000.00
0 Ton	Crusher Fines 3/8" Minus	00.00	40.00
119,000 Ton	Common Fill Dirt	41.00	6469,060,00
0 Ton	Loading of Stockpiled Materials	\$2.00	\$0.00
0 Ton	Night Loading of Stockpiled Materials	apri00	\$0,00
O HR	On Site Trucking	\$150.00	
# 1	The state of the s	and the state of t	Marine and Ballan a transmission of the Control of
	TOTAL		\$2,130,337.00

The Subcontractor and Contractor further agree that the following exclusions shall apply:

The Subcontractor and Contractor agree that the Subcontract shall be performed as a Unit Price Subcontract and that the quantities provided are estimated quantities provided by the Owner and that final payment will be based on final quantities as determined by the Owner according to the General Contract.

Note 1: Attached to this subcontract is and made a part of this subcontract is FHWA form 1273.

Note 2: See attached Notes from Rocky Mountain Aggregate & Construction LLC below

Subcontractor Initial
ACC MW SUBCONTRACT AGREEMENT
Equal Opportunity Employer

RUM_Contractor Initial

Page 2 of 18

Note:

- Contractor to supply RMA&C suitable rock from project exeavation to produce construction aggregates in accordance with the
 FP14 specifications book associated with this project, RMA&C has included 2 mobilizations to complete quantities for this
 project. Additional mobilizations beyond the control of RMA&C will be billed at \$85,000/EA.
- Contractor is to have a minimum of 19,000 CY of suitable crusher feed material on site at the start of every crushing shift (can be checked weekly) with RMA&C and GC. Suitable feed rock is assumed to be 18"-24" minus on average.
- RMA&C and GC will nutually agree on quantity of aggregate to be produced on 1st mobilization, the balance will be produced on the second mobilization or additional mobilizations costs will be incured at \$35,000/EA.
- RMA&C will load and stockpile aggregates in their respective stockpiles for the project. RMA&C reserves the right to request a
 materials stockpile payment from the project upon completion of a certain aggregate material. Material can be stored on site and
 used as needed for the duration of the project. Any leftover material left at the ensite property of RMA will become the
 complete property of RMA.
- Up to 70,000 CY of Common Fill Dirt is available from RMA&C site if GC needs import of fill material.
- Quote is valid for 30 days. Pricing subject to renegotiation with consideration of increased cost and availability after 30 days.
- This quote will become a binding portion of any purchase order or subcontract agreement.
- All accounts are due 30 days from invoice.
- A minimum of 24 hours is required for leading during regular business hours.
- Night Leading and Sealing Hours are 7 PM to 7 AM applied to all materials listed above. Minimum order of 500 tons to open
 pit for night leading. RMA requires 5 days advance notice of night work to notify neighbors and County of nightline activities.
- All involving will be by the ton.
- Delivery is not included in the above prices.
- RMA&C will set up Sinte Certified Scales to weigh materials as they leave the stockpile area. GC will be billed off scale tickets
 weekly for respective material prices above taken from the site.
- . Common fill dirt assumed 70,000 CY x 1.7 Tons per CY, final billing will be based on actual tons used.
- . On Site Trucking Type, quantity and schedule for trucks will be mutually agreed upon by RMA and GC.

SECTION 4. The Subcontractor agrees to keep itself thoroughly informed as to the progress of the job; to begin work within seven (7) days after notification by the Contractor; to prosecute the Work continuously and uninterruptedly with all possible speed; and, to complete the entire Work covered by this Subcontract within To Be Determined calendar days after the Work covered hereby is commenced, in accordance with provision 19 of the ADDITIONAL PROVISIONS OF THE SUBCONTRACT.

In default of completion within the elapsed time herein specified, the Subcontractor shall pay to the Contractor, as liquidated damages, and not as a penalty, its pro rata share of the liquidated damages assessed against the Contractor by the Owner under the terms of the General Contract and in accordance with provision 19 of the ADDITIONAL PROVISIONS OF THE SUBCONTRACT, for each calendar day's delay in completion of the Subcontract, it being agreed between the parties hereto that it would be impracticable or extremely difficult to fix the actual damage. In addition to the liquidated damages assessed by the Owner for failure to meet the Project completion date, the Subcontractor will be liable to the Contractor for all damages and costs incurred by the Contractor associated with any delays caused by the Subcontractor.

Payments are to be made as follows: 100% of Subcontractor's approved Invoices or pay request will be paid within 7 days after payment by the Owner is received by Contractor for the Subcontractor's Work. Retention of 0% will released upon satisfactory completion of this Subcontract and receipt of final payment by the Owner. If this Subcontract is subject to Section 109.06 of the Colorado Department of Transportation Standard Specification for Road and Bridge Construction. The Contractor will pay the Subcontractor for all work which has been satisfactorily completed within seven (7) calendar days after receiving payment for that work. If during the

Subcontractor Initial

R W Contractor Initial

ACC MW SUBCONTRACT AGREEMENT Equal Opportunity Employer prosecution of the Project, the Subcontractor satisfactorily completes all work described on CDOT Form No. 205, then the Subcontractor may request the release of the retainage held by the Contractor. The Contractor and Subcontractor will follow the procedure outlined in section 109.06(f) of the Standard Specifications.

Rocky Mountain Aggregate & Construction
LLC

American Civil Constructors LLC

American Civil Constructors LLC

Signature

Date

Round L Mahor Hasialant

Printed Name/Title

Email address for notification per addition provision of the contract

PLEASE SIGN AND RETURN BOTH COPIES. A SIGNED COPY WILL BE RETURNED UPON RECEIPT OF INSURANCE CERTIFICATES AND BOND.

_________Subcontractor Initial

ACC MW SUBCONTRACT AGREEMENT

Equal Opportunity Employer

Contractor initial

Page 4 of 18

PERMANENT MAN-MADE STRUCTURES EXHIBIT L

The man-made structures within 200 feet of the permit boundary are as listed below:

- 1) Various old ranch barbed wire fences on wood posts owned by the Applicant
- See Attached Structure Agreement
- 2) Overhead Power Line owned by Gunnison County Electric Association
- See Attached Letter.

CERTIFICATION

_____(print applicant/company name),

The Applicant, Cornerstone Materials LLC

by Chauncey Z Luttrell	(print representative's name), as Manager	(print
representative's title), does l	nereby certify that B&L Land Company LLC	_(structure owner) shall
be compensated for any dam	age from the proposed mining operation to the above	ve listed structure(s)
located on or within 200 fee	t of the proposed affected area described within Exh	nibit A, of the Reclamation
Permit Application for Blu	e Creek Staging Area	(operation name),
File Number M-2021_016.		
authority under the Colorad the Colorado Mined Land I	approved by the Colorado Mined Land Reclamatio lo Land Reclamation Act for the Extraction of Con Reclamation Act for Hard Rock, Metal, and Design ion to this form shall result in voiding this form.	nstruction Materials and
	NOTARY FOR PERMIT APPLICANT	
ACKNOWLEGED BY:	E MATERIALS Representative Name AND	1
	Representative Name	LOTTRETT
Date 3 12 7021	Title MANNER	
STATE OF COLORAD	0)	
COUNTY OF MONTRO) ee	
The foregoing was acknowl HAUNCEY ZANE WITTEU	edged before me this 12 day of MARCH, 2 as MANAGER of CORNERS	2021, by TONE MATERIALS LLC
Vanear Ah	My Commission Expires: 14	12024
Notary Public	OANEAN A. CHEZEM NOTARY PUBLIC STATE OF COLORADO OCTARY ID #19994035233 My Commission Expires January 4, 2024	

NOTARY FOR STRUCTURE OWNER

ACKNOWLEGED BY:	Chaurey	
Structure Owner B&L LAND Comp	W Name ZAVE L	UTTRELL
Date 3/12/2021	TitleTitle	2
STATE OF COLORADO		
COUNTY OF MONTROSE		
The foregoing was acknowledged before mo	e this 12 day of MAR BER of B+1	CH, 2021, by LAND COMPANY
MITRELL	y Commission Expires:	1/4/2024
	DANEAN A. CHEZEM NOTARY PUBLIC STATE OF COLORADO	

DANEAN A. CHEZEM

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID #19994035233

My Commission Expires January 4, 2024

March 17, 2021

Dustin Czapla
Environmental Protection Specialist
Division of Mining, Reclamation and Safety

RE: Blue Creek Staging Area, File No M-2021-016 Special 111 Operation

Mr. Czapla,

This letter is to inform the Division of Mining, Reclamation and Safety that Cornerstone Materials LLC has contacted Gunnison County Electric Association regarding their overhead power line that is located within 200' of the permitted area per listed requirements below:

c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20)

We anticipate that a letter from Gunnison County Electric Association will be provided, until then, Cornerstone Materials LLC will **not** perform any activities within 200' of the overhead powerline as indicated on Map E-1.

Sincerely,

Zane Luttrell

General Manager / Cornerstone Materials LLC (970) 249-8780 Office

(970) 249-8780 Office (970) 252-1265 Fax

RULE 1.6.2(1)(B)

Prior to the submittal of the application, a sign was erected at the entrance to the site which contained all the required information regarding Rule 1.6.2(1)(b).

Please see enclosed sign certification.

EXHIBIT M GEOTECHNICAL STABILITY EXHIBIT

There are no buildings or any structures outside the permit area which could be affected by the excavation. A minimum twenty-foot buffer will be maintained from the permit boundary line to all excavations. There will be no excavation within 30 feet of the property line. All reclaimed areas will be restored to relatively flat (<3.5%) slopes since the terrace will simply be lowered. The initial incision of the pit into the natural berm will be done at an angle of 3H:1V, which is more than stable for any in-situ deposit.



1313 Sherman Street, Room 215 Denver, CO 80203

FINANCIAL WARRANTY CORPORATE SURETY

Operator:	Cornerstone Materials L	LC	
) Operation:	Blue Creek Staging Area		
Permit No.:	M-2021-016	Bond No.: K40279714	
Warrantor:	Westchester Fire Insurance Company		
Street:	436 Walnut Street WA10)H	
City:	Philadelphia		
•	PA	Zip Code: 19106	
State:		_ Zip Code: 10:00	

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. 1973, 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, Cornerstone Materials LLC	(the "Operator"), a	
corporation, has applied for a permit to conduct a mining	g operation known as Blue Creek Staging Area	
(the "Operation"), on certain lands in Gunnison	County, Colorado. These lands are descri	ibed in
the permit application, as amended and supplemented, and ar	e 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 Westchester Fire Insurance Company (the "Warrantor"), a corporation organized and existing under the laws of the State of Pennsylvania and duly authorized to transact a bonding and surety business in the State of Colorado are hereby and firmly bound unto the State in the sum of Forty-nine Thousand, Eight Hundred Twenty-five and no/100 Dollars (\$49,825.00) 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 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 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 Mined Land Reclamation Board or the Office of Mined Land Reclamation may recover the necessary costs, including attorney's fees or fees incurred in foreclosing on or realizing the collateral used in the event this Financial Warranty is forfeited. The face amount of this Financial Warranty shall be increased by five hundred dollars (\$500.00) to cover these costs.

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 may make demand upon the Warrantor for payment hereunder if the Board 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 to receive the amount so demanded. However, it, 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

current published Wall Street Journal 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 Bureau of Land Management, United States Department of the Interior (the "BLM"), and if, at the request of the Operator on this Γinancial Warranty, the BLM has, pursuant to 43 C.F.R. 3809.1-9, accepted this Financial Warranty in lieu of requiring a separate reclamation bond

payable to the United States, 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.

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.

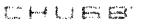
The provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.

SIGNED, SEALED AND DATED this
Westchester Fire Insurance Company Warrantor By: Cornerstone Materials LLC Operator By: By: Warrantor A Cornerstone Materials LLC Operator By: Cornerstone Materials LLC Operator By: Cornerstone Materials LLC Operator By: Cornerstone Materials LLC Operator Cornerstone Materials LLC Operator
NOTARIZATION OF WARRANTOR'S ACKNOWLEDGEMENT
STATE OF <u>Colovado</u>) ss. COUNTY OF <u>Mesa</u>)
The foregoing instrument was acknowledged before me this/0 day of,
by Kevin P Harrison as Power-of-attorney of Westchester Fire Insurance Company
My Commission expires: October 7, 2023

NOTARIZATION OF OPERATOR'S ACKNOWLEDGEMENT

STATE OF COLORADO	
COUNTY OF MONTROSE) ss.	
The foregoing instrument was acknowledged before me this	18 day of MARCH 2021
by CHAUNCEY ZANE as MEMI	Cornerstone Materials LLC
NO.	Commission expires: 1/4/2024
APPROVED:	
State of Colorado Mined Land Reclamation Board Division of Reclamation, Mining and Safety	
By: Date Division Director	p:

M:\min\share\bondforms\Corporate Surety REVISED 25Jul2016



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation. WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Amy Allen, Vikki Bell, Darren Deltondo, Ronald Ford and Kevin P Harrison of Grand Junction, Colorado ----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in nature thereof (other than bail bonds), not to exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$ 2.500,000,00), given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 28th day of February, 2020.

Drunn M. Chieres

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President













Har fld Novary Public



STATE OF NEW JERSEY County of Hunterdon

On this 28th day of February, 2020, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No 2316685 Commission Expires July 16, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

- Each of the Chairman, the President and the Vice Presidents of the Company is bereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorneyin-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be atfixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ. this that of March, 2021.



Cruz M. Chlares

Dawn M Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT Telephone (908) 903- 3493 Fax (908) 903-3656 e-mail: suretv@chubb.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



PERFORMANCE WARRANTY

	TERFORMANCE	WARRANTI
Operator:	Cornerstone Materials LLC	
Operation:	Blue Creek Staging Area	
Permit Number: 1	M-2021-016	
the Mined Land associated Rules (Extraction of Con Act") and associator modification of warranty being in invalid performant penalties for oper	Reclamation Act (C.R.S. § 34- (2 C.C.R. 407-1) ("Hard Rock Ru- istruction Materials (C.R.S. § 34- ted Rules (2 C.C.R. 407-4) ("Con- if this form, without approval by evalid and result in the voiding of the warranty and subject the operation.	Reclamation Board ("Board") pursuant to 32-101 et. seq.) ("Hard Rock Act") and les") and the Land Reclamation Act for the 32.5-101 et. seq.) ("Construction Materials struction Materials Rules"). Any alteration the Board shall result in the performance any permit issued in conjunction with such erator to cease and desist orders and civil to sections 34-32-123, C.R.S. of the Hard Materials Act.
KNOW ALL MEN	N BY THESE PRESENTS, THAT	:
"Hardrock Act"), Construction Mate amended (collective Reclamation Board	as amended, and the Colorado L erials, C.R.S. § 34-32.5-101 et s vely the "Acts"), provide that no d (the "Board") receives a perform comply with the requirements of	amation Act, C.R.S. § 34-32-101 et seq. (the and Reclamation Act for the Extraction of eq. (the "Construction Materials Act"), as permit may be issued until the Mined Land nance warranty consisting of the Operator's the Hardrock or Construction Materials Act,
	S, Cornerstone Materials LLC	(the "Operator"), has applied for a
(the "Operation")		County, Colorado. These ended and supplemented, and are referred to

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

WHEREAS, the Operator hereby gives the Board this performance warranty pursuant to C.R.S. §§ 34-32-117(2) or 34-32.5-117(2), and herein promises the Board that it will comply with all applicable requirements of the Hardrock or Construction Materials Act.

NOW, THEREFORE, The Operator hereby promises the Board that it will comply with all applicable requirements of the Hard Rock or Construction Materials Act and applicable rules and regulations of the Board.

The Operator hereby promises the Board that it will comply with all of the terms of the application for a permit, as amended and supplemented, as well as any conditions attached to the permit by the Board.

The Operator promises the Board, pursuant to C.R.S. §§ 34-32-112(1)(d) or 34-32.5-112(1)(b)(IV), that it has the lawful authority to enter upon the Affected Lands to conduct mining operations, including, but not limited to, reclamation. The Operator further recognizes the right of the Board to enter to reclaim lands affected by the Operation.

The description of lands herein is for convenience of reference only, and no error in such description, revision of the permitted mining area, or disturbance by the Operator of lands outside of the permitted mining area shall alter or diminish the Operator's obligation hereunder, which shall extend to the reclamation of all such lands disturbed.

The obligation of the Operator hereunder is such that, if the Operator shall successfully comply with the requirements of the Hardrock or Construction Materials Act, applicable rules and regulations, and the permit, then the Board, upon a finding that the Operator has so complied, shall release this performance warranty, and the Operator from its obligation hereunder. The obligation of the Operator hereunder shall continue until released by the Board in accordance with applicable law.

The Operator promises to be responsible for the cost of reclamation up to the amount established by the Board and has attached hereto its financial warranty, in accordance with C.R.S. §§ 34-32-117(3) or 34-32.5-117(3). The Operator agrees that it will maintain a financial warranty (or warranties) covering the Board's estimated costs of reclamation in good standing for the entire life of the permit. If the Operator is a unit of County or Municipal government, or is a department or division of State government, the Operator is not required to submit or post any other instrument of financial responsibility but hereby promises to be responsible for the cost of reclamation up to the amount specified by the Board.

If the Board determines that the Operator is in default under this performance warranty and has failed to cure such default, although written notice of such default and ample time to cure such default have been given, the Operator's financial warranty shall be subject to forfeiture.

This performance 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 MARCH, 2021.
Operator (SEAL)
By: Title: MANAGEZ
NOTARIZATION OF OPERATOR'S ACKNOWLEDGEMENT
STATE OF COLORADO
COUNTY OF MONTROSE) ss.:
The foregoing instrument was acknowledged before me this 18 day of MARCH, 2021, by CHAUNCEY &. as MANAGER of CORNERSTONE MATERIALS
LUTREU Notary Public Quant Cham
My Commission Expires 14/2024
STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES MINED LAND RECLAMATION BOARD DIVISION OF RECLAMATION, MINING AND SAFETY DIVISION OF RECLAMATION, MINING AND SAFETY
By Date Executed: Division Director

Rev. 05/12

Apply shipping focuments on trib side.

ipsstore.com to find a location near you.

ipments

or the Letter rate, UPS Express Envelopes may only contain ence, urgent documents, and/or electronic media, and must or less. UPS Express Envelopes containing items other than I or weighing more than 8 oz. will be billed by weight.

1 Shipments

press Envelope may be used only for documents of no commercial ain countries consider electronic media as documents. Visit nportexport to verify if your shipment is classified as a document.

or the Letter rate, the UPS Express Envelope must weigh 8 oz. or less. Envelopes weighing more than 8 oz. will be billed by weight.

Envelopes are not recommended for shipments of electronic media sitive personal information or breakable items. Do not send cash alent



ZANE LUTTRELL (970) 249-8780 THE UPS STORE #2120 236 S 3RD ST MONTROSE CO 81401

SHIP DRMS TO: ROOM 215

1313 SHERMAN ST

0.6 LBS LTR 1 OF 1

SHP WT 1 LBS
DATE 19 MAR 2021

Do not use this envelope for:

ınd dard ıy Select® ldwide Expedited®

Pupsstore.com to learn more ur Print & Business Services.

CO 80203



CO 802 9-50

UPS 2ND DAY AIR A.M. TRACKING #: 1Z 664 845 07 0327 1234

2A



BILLING: P/P

ISH 13 00F E2844 42 5V 01/2021



customs purpose. If exported from the US shaper certifies the indication circledity. When extensive they have shaper subhacts (UF-6-tri-1 from stding agent for appart mishal and freedom of the control of the control







