



**John A. Gillan**  
Associate General Counsel and Head of Sustainability

April 19, 2021

Via Fed Ex Tracking # 773492823190

Mr. Timothy Iverson  
5011 F Street  
Greeley, CO 80631

Dear Mr. Iverson:

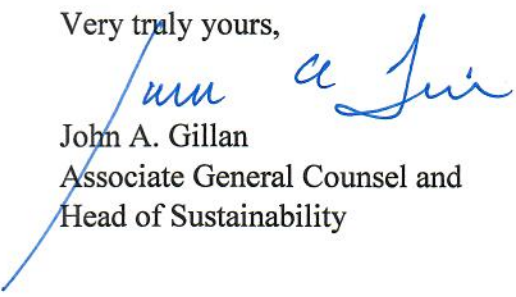
As indicated by Paragraph 6 of the attached Gravel Property Lease with Right of First Refusal dated September 13, 2004, between you and your wife and Lafarge West, Inc., the predecessor to Martin Marietta Materials, you are responsible for any augmentation plan made necessary by surface exposure of groundwater, dewatering or mining operations on your property. Thus, you are responsible for developing an augmentation plan for the Iverson Lake or Pit, which you admitted in your letter to Lafarge West, dated January 25, 2011.

To that end, in 2018, you prepared a substitute water supply plan for the Iverson Lake, but that plan was never submitted to the State Engineer. Moreover, you never filed or decreed a plan to augment the evaporation losses of the Iverson Lake. As a result, you are in breach of the Gravel Property Lease.

The State Division of Reclamation, Mining and Safety is now requiring proof of filing an augmentation plan decree for the Iverson Lake by May 4, 2021. If an augmentation plan is not filed by you, the Iverson Lake will have to be backfilled. The estimated cost of that backfilling is over \$5 million. Moreover, there may be a penalty of up to \$1,000 per day for each day during which there is a violation of the failure to minimize disturbances to the hydrologic balance.

Please advise us immediately if you intend to comply with your contractual obligation under the Gravel Property Lease to file and decree a plan for augmentation for the Iverson Lake. If not, Martin Marietta will have no alternative but to sue for any and all damages incurred by Martin Marietta Materials as a result of your breach of contract.

Very truly yours,

  
John A. Gillan  
Associate General Counsel and  
Head of Sustainability

Enclosure

cc: James Sharn  
Julie Mikulas