

WASTELINE INC.

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18 May 2021

Colorado Division of Reclamation Mining and Safety
ATTN: Lucas West, Environmental Protection Specialist
1313 Sherman Street Room 215
Denver, CO 80203
VIA Email to lucaswest@state.co.us

RECEIVED

MAY 24 2021

**DIVISION OF RECLAMATION
MINING AND SAFETY**

Subject: Response to Comments on Toner Ranch Pit, M2021-011

Dear Mr. West:

As discussed, we delayed responding due to the need to resolve other issues, which would end the entire effort. As of today, it appears that all the issues have a high probability of being resolved favorably:

- The lease with the State Land Board for the sand and gravel has been negotiated and is acceptable to the surface landowner (Cynthia) and is on the agenda for the State Land Board for 8 June 2021.
- The Hinsdale County Planning Commission will hear our application on 20 May 2021. The Board of County Commissioners will review the application on 27 May and 3 June 2021.
- The USFS Solicitation was published on Friday the 14th of May and proposals are due on the 14th of June, with anticipated notice to proceed on 21 June 2021, starting with road prep work on Piedra Road, to be followed by placing rock.

This letter responds to your comments in the letter of adequacy dated 4 May 2021. I follow the numbering in that letter.

Please note that many of the items of discussion below are directly related to the entire issue of whether or not ponds are possible, as desired very much by the surface landowner. I apologize for the great amount of duplication of information. This is done in an attempt to make review of specific items easier.

Also, please note that it is not possible at this time to provide some of the documentation and information requested because the agencies involved have not yet completed their process of review and approval. (Example: the State Land minerals lease) However, to ensure that we have time to review and respond, I am submitting this without those items, and will forward them as soon as I get them.

1. Rule 6.3.2. Exhibit B Site Description.

- a. See new Exhibit E revised maps (Attachment 1). Please note that the laterals are not considered (by the surface landowner) to be "significant manmade structures" as they all can and do change frequently.
- b. The estimated depth to groundwater is approximately 15 feet below the surface but may be as deep as 20 feet, as it is apparently at the top of the shale basement rock. (This is one reason for the limit on depth and the uncertainty as to how deep mining can be done.)
 - i. This is subject to seasonal conditions and especially to the water conveyed in the irrigation ditch 300 feet to the East of the body of the permit area (to be crossed by the access road over a 36-inch culvert as agreed between the surface owner and one of the users of the ditch).
 - ii. According to the limited data available for this site (for the Molas loam, which is the soil for the body of the pit and the west half of the access road), the natural water table is normally not more than four inches (0.33 feet) above the bedrock according to NRCS.
 - iii. The ditch has significant infiltration during the irrigation season, and additional water from infiltration from laterals also raises the water table.
 - iv. In general, the direction of groundwater flow is from Northeast to Southwest. There may be variations due to the contact between the basement shale and alluvium/glacial till.
 - v. Flow rate also varies significantly but appears to be not more than 0.20 inches per hour (1-3 feet per day) (Ksat or hydraulic conductivity value). This is undoubtable due to the high clay content in the Molas Loam, as well as the relative impermeable nature of the material immediately above the basement shale.

c. Grid coordinates (taken from Google Earth): All located in 13S Grid square CB

NW Corner Body	WSW Corner Body	SSW Corner Body	SE Corner Body
0642E,4660N	0638E,4633N	0640E,4630N	0650E, 4630N
SW Corner Road	SE Corner Road	NE Corner Road	NW Corner Road
0651E,4643N	0668E,4643N	0668E,4645N	0651E,4645N
NE Corner Body			
0654E,4660N			

2. Rule 6.3.3. Exhibit C Mining Plan

- a. The volumes and locations of soil to be removed from various areas, based on an assumption of average of 4 inches of soil to be salvaged, without volume adjustments:

Area	Size	Avg depth soil	Volume	Location for Stockpile	Notes
Access Road	550 x 50 (.8 ac)	4-5 in	306 CY	Both sides of access road	
Loading Area	200 x 100 (.5 ac)	4-5 in	222 CY	W pit edge	Plus outer swale
Work Area	210 x 210 (1.0 ac)	4-5 in	490 CY	W pit edge	
Initial phase	420 x 210 (2.0 ac)	4-5 in	980 CY	W pit edge to SW Corner	
South phase	0.5 ac	4-5 in	245 CY	S pit edge	Most already taken
Middle phase	1.0 ac	4-5 in	490 CY	Place on S phase	Most already taken
North phase	2.5 ac	4-5 in	1230 CY	Place on S, W phase	Not stockpiled
Berm/buffer	2730 x 25 (1.8 ac)	N/A	0 CY	N/A	Soil left in place

Berms/stockpiles as stated in Mining Plan item 5.b. are maximums. It is anticipated that berms will actually be smaller (shorter and narrower) while providing adequate storage for salvaged soil and overburden: Berms will be as continuous as possible for purposes of surface water management and wind/dust control, while reducing visual impacts. Volumes of soil assumes 20% will be larger stone/cobble to be screened out and used as product and to improve soil for post-reclamation use. Material from v-shaped swales outside exterior berms approximately 1 foot x 4 foot will be part of berm.

- b. The agreement between the surface landowner and the entity receiving water from the irrigation ditch is provided at Attachment 2.
- c. Storm water:
- It is not possible to provide details and locations of most of the storm water control features because these will change significantly as mining and reclamation progresses. However, the major surface water control feature is the berm located within the buffer zone along the perimeter of the body of the pit, with its associated swale at the exterior foot of the berm. This is already shown in Exhibit E (maps), which now has a sketch showing key features.
 - A stormwater discharge permit is NOT required as per guidance from CDPHE as:
 - There is no surface discharge from the body of the pit proposed or planned, with anything less than a 24-hour, 25-year frequency storm event or greater, and
 - The construction of the access road disturbs less than 1 acre (<0.76 acres even if the entire 60-foot width is disturbed) and therefore no construction permit is required.
 - The County is requiring a CDPS stormwater discharge permit be obtained, and this will be done via a Notice of Intent for COR50000 (Industrial discharge – sand and gravel) once the SWMP is completed.
 - The Operator will take all possible actions to infiltrate or discharge any collected storm water within 72 hours, in compliance with Colorado law, UNLESS necessary permits/authorization/verification of right to that water is obtained from the Colorado State Engineer to allow construction of stock pond(s) with surface water (either from irrigation flows or by exposing ground water).
 - The draft SWMP is approximately 15 pages in length, and will be finalized after approval and conditions established by the Division and Hinsdale County. Again, it cannot at this point include specific locations and details. The Exhibit E maps are incorporated in the SWMP.
- d. Retention basin/stock pond.
- The surface landowner has requested that stock pond(s) be provided at the end of mining and reclamation if that is possible. For this to be possible, at least the following conditions must be met:

1. Authorization/approval/permitting from the State Engineer to allow such use of surface, ground, or irrigation water for this purpose, to include change of beneficial use from irrigation to livestock use and evaporation.
 2. Sufficient water availability during irrigation season, shoulder months, and non-irrigation season to fill the basins.
 3. Adequate impermeability of the basement rock (shale) to retain surface water.
 4. Adequate impermeability of the soil and material (above the shale) in the exterior of the pit to retain surface water. (Note: either natural or artificial impermeability may meet these two requirements).
 5. Sufficient depth (of the material being mined, without excavating any of the basement rock) to actually expose groundwater at least a major part of the year (again, with State Engineer approval).
 - ii. At this point, and prior to actual excavation, we do not have sufficient information to determine whether these ponds are possible, or whether we will simply have a retention pond from which surface runoff can either infiltrate or evaporate. This information can only be obtained economically by actually mining the sand and gravel deposit where the basins/ponds would be located.
 1. Until that information is available, we cannot provide the information requested, including the exact size, location, volume, or slopes. Slopes will not exceed DRMS limits and volume will not exceed 10 acre-feet per basin/pond, including 1-foot freeboard.
 2. The Operator does commit to providing that data after ponds can be developed (when the information is available).
 - iii. The mining and reclamation plans are based on the assumption that we will NOT meet the above conditions and will NOT have surface water (regardless of source) but we are leaving the potential to have stock ponds (that is, with surface water) at the end of the mining.
 1. As discussed above, at this time, based on the information which IS available, we do not expect to excavate below the naturally-occurring water table.
 2. Until such time as it appears possible to have the stock ponds, the Operator commits to providing at least 2 feet (24 inches) of backfill above the water table, if it is encountered in the excavation.
 3. We understand that this may require a technical revision or amendment to the 110 permit, to be obtained at that time.
 - e. We have requested in writing from DWR/State Engineer a statement that irrigation water that would otherwise be used to irrigate the land being mined (9.94 acres) can be used for incidental purposes that are industrial in nature including dust control and washing of material. As an alternative, water will be trucked into the pit for these purposes.
3. Rule 6.3.4 Exhibit D. Reclamation Plan
- a. Backfilling is not required to attain maximum permissible post-mining slopes (2H:1V), as discussed, as the outer slopes will be mined as stated. However, backfill with clean, approved material imported to the site will be used to further flatten those slopes and to create better shorelines for stock ponds (if those can be done). This would be expected to have a minor impact on final reclamation grade, either through shorter or flatter exterior slopes. The primary object of accepting clean backfill from off-site is to better serve customers who might otherwise be forced to transport excavated materials from project sites great distances. The Operator commits to handling of such clean (inert) fill in accordance with Rule 3.1.5(9), including documenting its placement and compaction, identifying the specific source and volume, and all other requirements of the Division.
 - b. The 5.3-acre maximum disturbance includes the areas in the table in 2.a. above and the soil stockpiles (perimeter berm). As described in the Mining Plan, paragraph 3:
 - i. During the second phase of mining (the center of the pit) the total area disturbed would not increase as the work area and loading area would move into the areas mined out to the south. During this phase, soil will be placed on the slopes of the south portion of the pit and portions of the floor, keeping to 5.2 acres or less disturbed area. During the north phase, soil will be placed on the south floor and the west slope of the central area, again keeping the disturbed area to 5.2 acres or less. (Revegetation will immediately follow soil placement.)
 - ii. For the third and final phase, when the north area is mined, the loading and work areas would again be in the center of the pit floor, with the south area reclaimed.
 - iii. Each area will have approximately the same amount of soil replaced on each disturbed area, including the phased mining (excavation) areas, as was removed and stockpiled (after screening

- to remove rock). The estimated volumes are provided in the same table in 2.a. above. If stock ponds are possible and done, soil will not be placed in the bed of the ponds but will instead be placed to provide a deeper seedbed on the remainder of the site.
- c. NRCS Seeding: I apologize but this is the best copy we have, which was provided by the NRCS. It is not possible to provide a clear legible copy. However, I have enhanced and expanded it and believe that it is readable both in hard copy and electronic form. The enlargement is provided at Attachment 3. The NRCS information DOES include details on seeding dates (spring – once irrigation water is available), seedbed prep (Limited: less than 3 tillage operations), seed rate (irrigated drilled (40 seeds/sq ft), drill type (grass) and planting depth – drill spacing (1/2"-3/4" depth, 7"-12" spacing), weed control (mowing), no fertilizer application recommended, no chemical suppression recommended.
 - d. The surface landowner reserves the right to install additional culverts on irrigation ditches and laterals at any location on her property, whether inside the permit boundary or not, but does not have any specific locations in mind at this time. Therefore, nothing can be definitely shown on the maps. We do not expect her to actually want to do so within the permit boundary, but she may once the pond issue is settled, so those might be included in a technical revision.
 - e. At this point, we are assuming (for purposes of estimating reclamation costs) that the access road will NOT remain as a post-reclamation for more than the immediate vicinity of the gate onto the right-of-way of Taylor Lane. Again, the surface landowner has not decided whether to have it remain or not – and whether in the mining configuration or a narrower configuration. She declines to decide at this time and therefore will not sign an agreement. (That decision no doubt is going to be based in part on the settling of the pond issue, and whether she will want access to those.) Again, this may need to be part of a technical revision.
 - f. Again, sadly at this point, we cannot identify specifically which structural BMPs will remain and which will be removed at the end of mining and reclamation, just as we cannot specify the locations of those as mining progresses. This is due to lack of information on which to decide those matters, and to the resolution of the ponds issue. For example, the detention basins may become the ponds, or may not. Since these are a type of surface water BMP, they may or may not be removed, and again, the surface landowner cannot and will not decide at this time.
 - g. As discussed in the four items above, this is a possibility which the surface landowner desires (and which the subsurface owner, the State) does not object to). She desires at least two ponds. However, as discussed in item 2.d. above, it is not possible to do anything other than indicate this is a possibility at this time.
4. 6.3.5 Exhibit E Map. (Attachment 1 (3 pages) to this letter, replacing old Exhibit E)
 - a. While many of the items you requested cannot be added to these maps at this time, as explained above, we have revised Exhibit E to better show the items which CAN be shown at this time, including (as you suggested) various additional maps to better clarify the situation. We understand that a site of this size (less than 10 acres) seems to require far more detail than would be provided on a much larger site.
 5. 6.3.6 Exhibit F List of Other Permits and Licenses Required
 - a. I believe we have adequately addressed both the groundwater situation and the lack of information which we cannot obtain at this time without extensive test pits and other intrusive (and expensive) investigation. DWR has stated, at various times, through various persons and offices, that several different permits MIGHT be required, or might NOT be required, based on the history of water rights. They have recommended recording and registration of water uses, and notifications, but these are not permits or licenses. At this point, with the entire issue of ponds to be decided in the future, we cannot provide DWR the information necessary to have the agency clarify the requirements. We have established and will maintain close contact with the local Water Commissioner and the Basin and Division supervisors. The Operator does commit to ensuring that it will comply with all applicable statutes and regulations if ground water is exposed or surface water is retained.
 6. 6.3.7 Exhibit G Source of Legal Right to Enter
 - a. As discussed on the first page of this letter, the State and School Lands Office has recommended that a lease be granted to the Operator for mining of sand and gravel on this site, and a lease, including royalties and other conditions, has been drafted. It is to be presented to the State and School Lands Commission at their next meeting on 8 June 2021, and I have been asked to be present (via Zoom) for that meeting. The staff is confident that the Commission will approve the lease, and a copy will be provided to you as soon as possible.
 7. 6.3.12 Exhibit L Permanent Man Made Structures

- a. I believe that the fences and laterals are included in the agreement and right-to-enter signed by the surface landowner, and that these are not impacted by the State ownership of subsurface rights.
- b. A copy of the structure agreement with Hinsdale County Road and Bridge Department has been provided previously, and another copy of that agreement is provided at Attachment 4.
- c. A copy of the agreement between the surface landowner and the downstream users of water in the irrigation ditch, including the former objector, which provides agreement that a 36-inch culvert can be installed for that ditch to flow in, is provided at Attachment 2, as discussed earlier. Although it addresses many other issues, I believe that it contains all the necessary elements of the usual structure agreement.
- d. The landowner of the unnamed irrigation ditch located on the East side of Taylor Lane has declined, for reasons involved in the local political situation and presumably other reasons, to either enter into a structure agreement or to sign a letter stating so, despite multiple attempts by the surface landowner to obtain either of these matters. After reviewing my original statement that the ditch, about 100 feet from the access road, is a significant, permanent manmade structure, I believe that I was incorrect in that determination. The ditch consists of a shallow trench, with vegetation and It is my professional opinion (as a Colorado-licensed, Professional Engineer) that (a) this ditch is NOT a "significant manmade structure," (b) that there is no significant potential that either constructing or use of the access road for the pit will have any negative impact on that ditch and its functioning to supply water downstream, and (c) the Hinsdale County Board of Commissioners will make the Operator assume full liability for the continued function both of this ditch and the ditch in item c above. Therefore, I submit this letter as an engineering evaluation of the ditch east of Taylor Lane and state that I believe that there is no potential for negative impacts on that ditch by the Operators' activities.
- e. The only structural elements of the LPEA powerline along the East side of Taylor Lane are all more than 200 feet from any disturbed land, and therefore neither a structural agreement or an engineering evaluation is required.

Please feel free to contact me at any time with any questions and concerns. Thank you very much for your help in this matter.



Respectfully,

A handwritten signature in black ink, appearing to read "Nathan A. Barton".

Nathan A. Barton, CE, PE, DEE, Comptroller,
WASTELINE, INC. (Project Engineer)
On behalf of Crossfire Aggregate Services LLC

ATTACHMENTS:

1. Exhibit E Revised (Mining and reclamation maps) (3 pages)
2. Agreement on irrigation ditch and related matters (surface owner and adjoining neighbor (4 pages)
3. Enhanced and enlarged copy of NRCS seeding recommendation (1 page)
4. Copy of Structure Agreement with Hinsdale County for Taylor Lane (1 page)

STRUCTURE AND SETTLEMENT AGREEMENT

This Structure and Settlement Agreement ("Settlement Agreement") is entered into by and between Crossfire Aggregate Services, LLC ("Crossfire"); Cynthia Toner ("Toner"), and RMR Real Estate Limited Partnership, LLP ("RMR") and is effective this ____ day of April, 2021.

RECITALS

WHEREAS, Crossfire Aggregate Services, LLC ("Crossfire") has applied for a surface mining and reclamation permit, with the Colorado Division of Reclamation Mining and Safety for the Toner Ranch Pit, Permit File No. M-2021-011 (the "Pit").

WHEREAS, Toner owns the land on which the Pit is proposed to be located.

WHEREAS, RMR owns irrigated land to the south of the proposed Pit location.

WHEREAS, Rule 6.4.19 of the Rules of the Colorado Division of Reclamation Mining and Safety provides that where mining facilities are within two hundred feet of any significant, valuable and permanent man-made structure, the applicant shall: (a) provide a notarized agreement between the applicant and the person(s) having an interest in the structure, that the applicant is to provide compensation for any damage to the structure.

WHEREAS, RMR holds and interest in the an irrigation water conveyance structure and associated water rights known as the Bess Girl Ditch which delivers irrigation water to RMR property down gradient from the proposed Pit which it asserts will be impacted by the Pit construction.

WHEREAS, The Parties disagree as to the impact of the Pit but desire to resolve the issues between them in a manner that provides for delivery of water to the RMR property and allows the construction of the Pit to proceed by meeting the requirements of Rule 6.4.19, and including satisfying the requirements of *Roaring Fork Club, L.P. v. St Jude's Co.*, 36 P.3d 1229 (Colo. 2001).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, RMR, Crossfire and Toner agree as follows:

1. Toner agrees to cause a measuring device to be installed on up gradient property owned by Rod Toner and secure any necessary rights to accomplish same.
2. Toner agrees to a grant of an easement to RMR to establish a new delivery lateral from the Bess Girl Ditch together with the right to operate and maintain same. Such lateral shall divert from the Bess Girl Ditch on the RMR property or as far

south as reasonably practicable in a location that is effective for RMR while being the least disruptive to Toner, as confirmed by the Natural Resources Conservation Service and shall be staked by RMR, but in no event further north than as depicted on Exhibit A. If the new lateral begins on Toner Property, the easement grant shall contain a provision reserving Toner the right to require a future measuring device to be installed by RMR in the new lateral, at RMR's expense.

3. RMR agrees to construct at its own expense an appropriate new delivery lateral as described above along with an appropriate splitter to deliver Bess Girl ditch water to its property to be served by the new delivery lateral.
4. RMR agrees that 100% of its allocated water will be delivered from the "east ditch," including the new delivery lateral in Section 2 above. In the event RMR requests delivery of its water from a different ditch, as has occurred historically, such amounts will be reasonably estimated and taken into account in determining whether RMR has received its full allocation. In order to insure that the RMR property is delivered its full allocation of water (measured by percentage; this is not a guarantee of any specific CFS amount), Toner agrees to limit and curtail her own water use in order to ensure that delivery of water to RMR is not affected by the construction or operation of the Pit. Toner agrees to curtail her use of Bess Girl Ditch water such that 65% of the water split at the new measuring device on the Rod Toner property is delivered at the existing measurement structure and new splitter identified in Exhibit A, subject to allowable measured loss pursuant to Section 6 below. In the alternative Toner may cause the ditch to be piped to ensure delivery of the foregoing described water.
5. Toner agrees to cause to be installed by Crossfire a 36" culvert in the location at which Crossfire will access the Pit as identified on Exhibit A.
6. Each party reserves the right to test the accuracy of and to re-calibrate if possible the measuring devices, and further agrees, in order to estimate for natural loss and inconsistencies in the measuring devices, to measure the amounts recorded in each box prior to irrigating this season. The parties further agree that deliveries within 3% of the amount measured at the new measuring device on the Rod Toner property will be deemed to be in compliance with the terms of this agreement. Toner recognizes the existing right of RMR to operate and maintain existing structures located on the Toner property. In the event of a disagreement over whether all of RMR's allocated water is being received, the parties agree to reasonably calculate and account for all Bess Girl water received by RMR.
7. RMR agrees, on behalf of itself and all partners, to waive its rights to challenge the issuance of any permit for operation of the Pit to be issued by the Colorado Division of Reclamation Mining and Safety, Hinsdale County or a Substitute Water Supply Plan issued by the Colorado Division of Water Resources so long as the provision of this Settlement Agreement are met. The individual partners of

RMR consent to this provision in their individual capacity by executing this Agreement below.

8. This Agreement and the terms, conditions, and provisions hereof may be enforced by any Party, its successors, and assigns, in the District Court of Hinsdale County, Colorado and in no other forum. The Parties agree that all remedies under law and equity shall be available to enforce the terms and obligations set forth in this Agreement. In the event legal action is brought against any Party, its successors, or assigns for the purpose of such enforcement, the prevailing party or parties shall recover from the nonprevailing party or parties all costs associated therewith, including, but not limited to, reasonable attorney's fees, costs of investigation, settlement, expert witness fees, and court costs.
9. By signing below, the Parties agree to defend, indemnify, and hold harmless the other, their successors and assigns, from and against any claim, loss, damage or injury of any kind, including attorney's fees and court costs incurred arising from our its own acts and omissions.
10. Each Party warrants that it holds title to that Party's land and is authorized to confirm the access rights of the other Parties as set forth herein.
11. This Agreement contains the entire agreement between the Parties. Any prior representations, stipulations, warranties, agreements, and understandings with respect to the subject matter of this instrument, except those expressly confirmed above, are herewith merged.
12. Each Party acknowledges that this document has important legal consequences and that they had the opportunity to consult with legal or other counsel before signing this instrument.
13. This Agreement is deemed to have been drafted jointly by the Parties, and any uncertainty or ambiguity shall not be construed for or against either Party as an attribution of drafting to either Party.
14. This instrument may be executed by electronically imaged and transmitted signatures which shall have the same force and effect as original signatures.
15. Except as set forth herein, this Agreement is contingent upon approval of the Pit project and shall be rescinded and deemed null and void in the event the Pit project is not approved on conditions acceptable to Toner and Crossfire in their absolute discretion. In such an event, all parties shall be relieved of all obligations hereunder, except that Toner will, if requested by RMR, agree to grant an easement for a new lateral as set forth in Section 2 above. The Toner and RMR parties further agree to equitably split the costs of installation of the new upper box.

EXECUTED on April 27, 2021.

For Crossfire

Penny Neil

For RMR

By its Partners:

Robert M. Case
Robert M. Case

Margaret A. Case
Margaret A. Case

Robin M. Ball
Robin M. Ball

For Toner

Cynthia Toner
Cynthia Toner 4/21/21

USDA National Natural Resources Conservation Service		Grass Seeding Planned, Applied, and Cost Worksheet	
Tomer Ranch Pit		FCS - 05-02	
Seeding dates	11/20/2020	Date	11/20/2020
Seedbed preparation	10.00	Acres	10.00
Drill type	330	Map Unit (s)	330
Planting depth-Drill spacing (in)	Other	Program	Other
Planned fertilizer application (lb/ac)	10.00	Seed rate	10.00
		Acres to be seeded	

Spring-Once irrigation water is available
 Limited: less than 3 tillage operations
 Grass
 1/2" - 3/4" Depth, 7"-12" Spacing
 N P₂O₅

Planned weed control activities

Planned residue cover or mulch

Changes to the recommendations require NRCS approval for payment.

A floristic Management Plan is not required for the establishment of vegetative conservation unless fertilizer is applied.
 Attach WTR-PST Soil-Pesticide Interaction Risk Report for all chemical suppression activities
 Plant Maintenance Technical Note 59

(PLS = Pure Live Seed)

	M / I	Genus, species (Required)	Total PLS Lbs	PLS Seed Ratio (lb/rd)	PLS Seeds /sq-ft
1	1	Bromus inermis	23.50	2.35	6.00
2	1	Dactylis glomerata	6.40	0.64	8.00
3	1	Lolium perenne	7.10	0.71	4.00
4	1	Phleum pratense	6.00	0.60	12.00
5	1	Trifolium pratense	6.00	0.60	4.00
6	1	Trifolium repens	6.00	0.60	6.00
7					
8					
9					

Structure Agreement

This letter has been provided to you as the owner of a structure on or within two hundred (200) feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety ("Division") requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall either:

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
 - b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
 - 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)

The Colorado Mined Land Reclamation Board ("Board") has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. § 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. § 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.

The following structures are located on or within 200 feet of the proposed affected area:

1. Taylor Lane, a gravel road (aka FS-635)

CERTIFICATION

The Applicant, CROSSFIRE AGGREGATE SERVICES LLC, by Perry Neil, as General Manager, does hereby certify that Hinsdale County (structure owner) shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation Permit Application for the Toner Ranch Pit (operation name), File Number M-2021-011.

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Applicant Crossfire Aggregate Services LLC

Representative Name Perry Neil

Date 3/2/21

Title General manager

STATE OF COLORADO)

) ss.

COUNTY OF La Plata)

The foregoing was acknowledged before me this 2 day of March, 2021, by Perry Neil as General Manager of Crossfire Aggregate Services LLC.

Brook E. Lee

Notary Public

My Commission Expires: 2/14/24

Brook E. Lee
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20034038300
MY COMMISSION EXPIRES 02/14/2024

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner Hinsdale County

Name Don Menzies

Date 3/2/2021

Title Road And Bridge Supervisor

STATE OF COLORADO)

) ss.

COUNTY OF HINSDALE

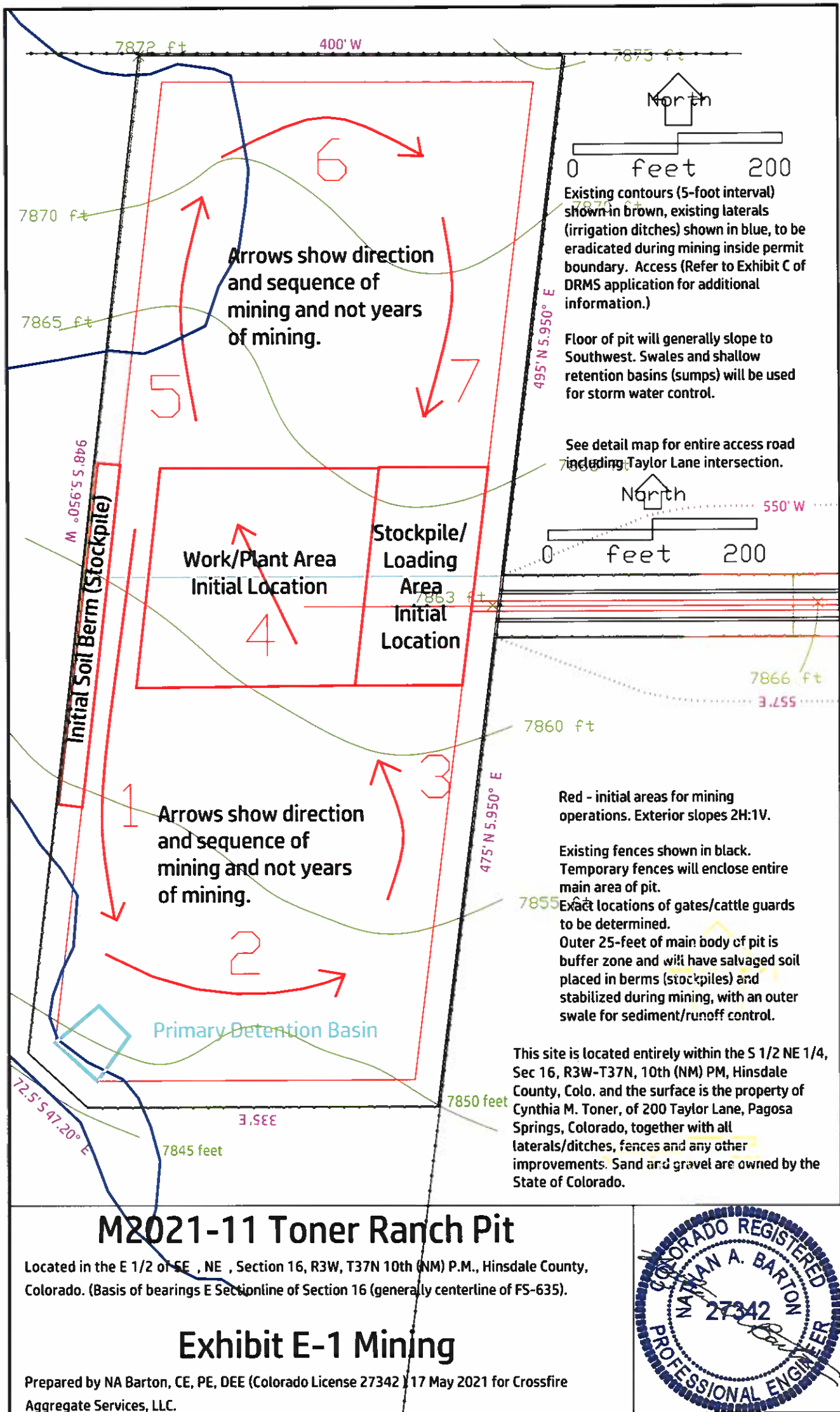
The foregoing was acknowledged before me this 2ND day of March, 2021, by DON MENZIES as SUPERVISOR of HINSDALE ROAD AND BRIDGE.

Rebecca Bethard Campbell

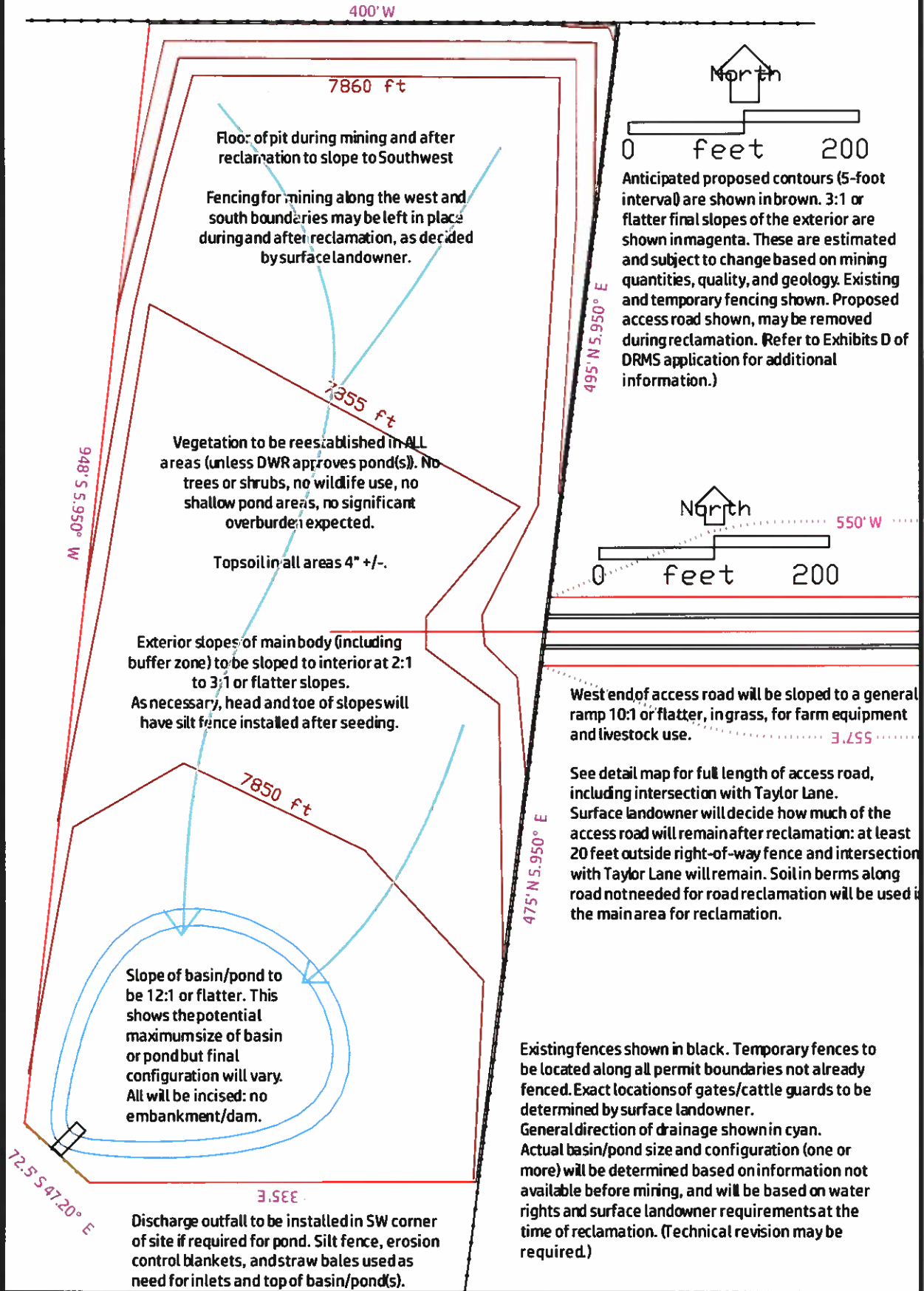
Notary Public

My Commission Expires: 4/9/2024

REBECCA BETHARD CAMPBELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20024008613
MY COMMISSION EXPIRES 04/09/2024



Property to N of fence owned by Rodney Toner



M2021-11 Toner Ranch Pit

Located in the E 1/2 of SE , NE , Section 16, R3W, T37N 10th (NM) P.M., Hinsdale County, Colorado. (Basis of bearings E Sectionline of Section 16 (generally centerline of FS-635).

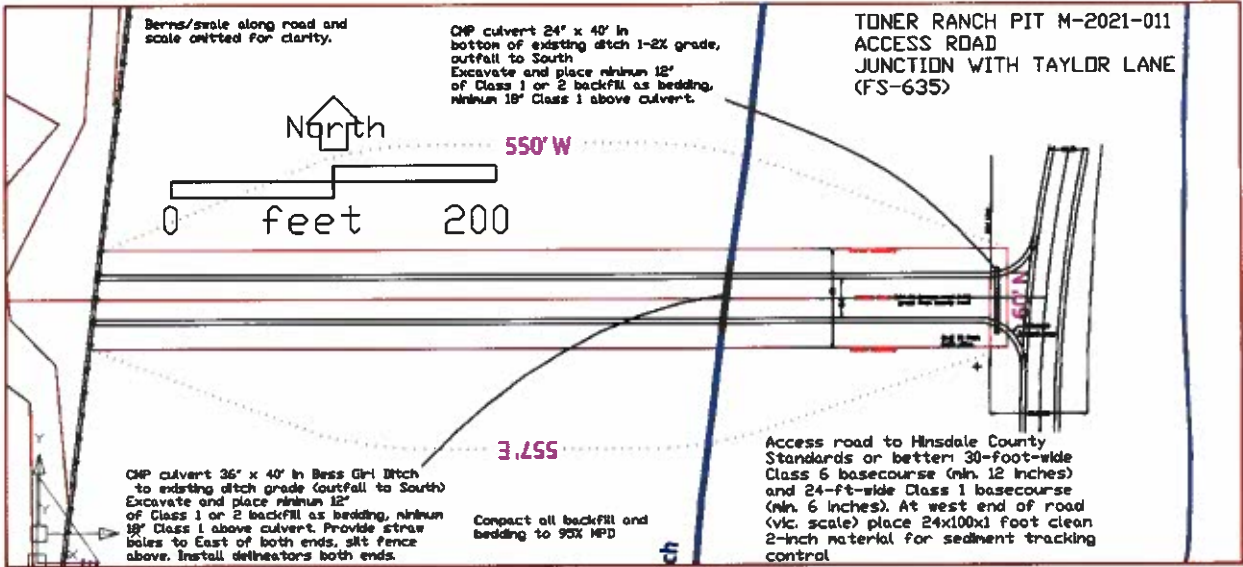
Exhibit E-2

Prepared by NA Barton, CE, PE, DEE (Colorado License 27342) 17 May 2021 for Crossfire Aggregate Services, LLC.

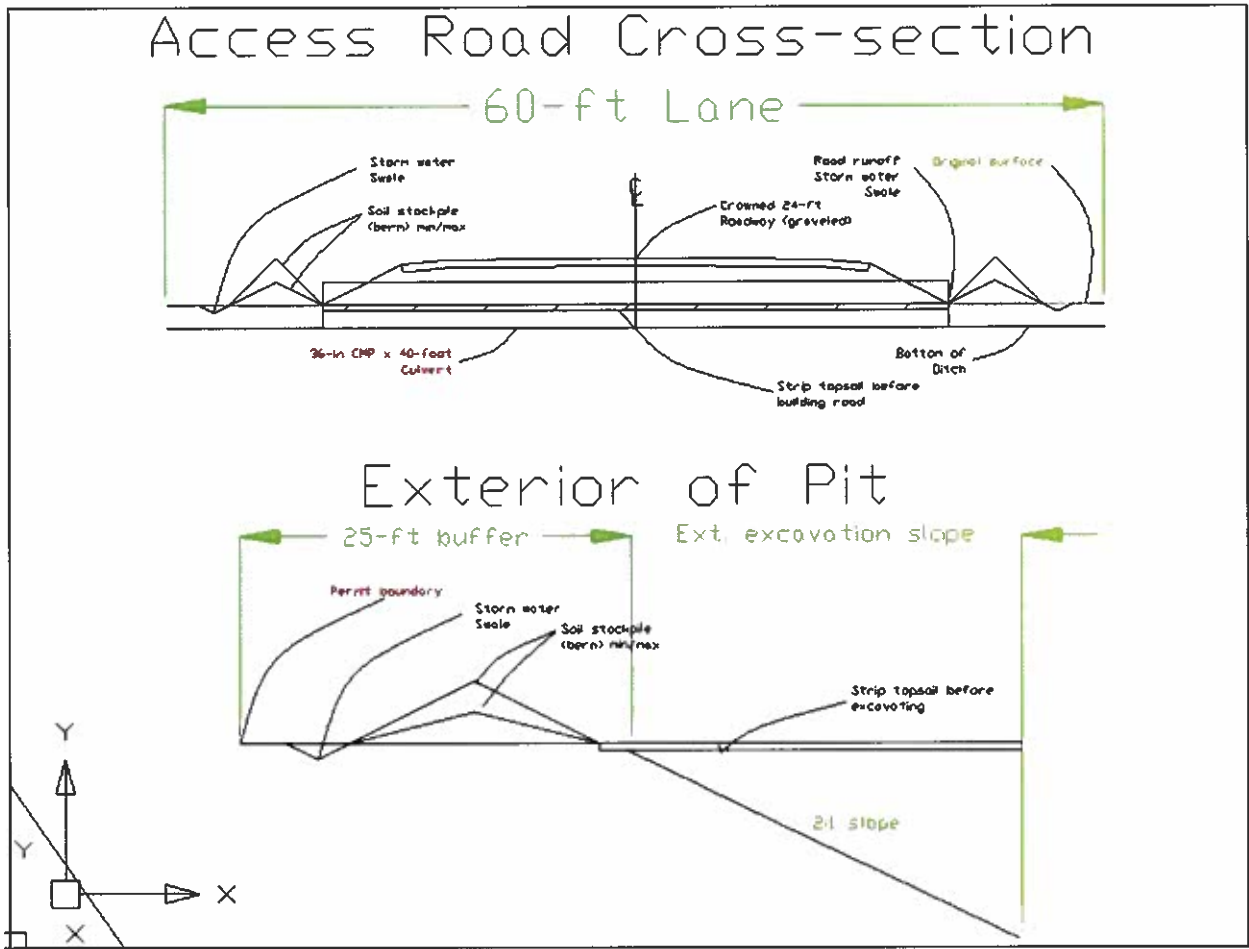


Exhibit #-3

Detail of Access Road



Cross-Sections of Access Road and Buffer Zone (Generalized)



Drawn by N. A. Barton for Crossfire Aggregate Services, LLC. M2021-011 Toner Ranch PitE