



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

1313 Sherman St. Room 215  
Denver, CO 80203

July 20, 2021

Tyler Miller  
GRE, Inc.  
331 Rio Grande Str.  
#201  
Salt Lake City, UT 84101

**Re: Miller Midwest, File No. P-2021-004, Notice of Intent to Conduct Prospecting Operations  
Acceptance, Request for Financial and Performance Warranties**

Dear Mr. Miller:

The Division of Reclamation, Mining and Safety (Division) has completed the review of your Notice of Intent to Conduct Prospecting (NOI) Application which included Concurrence Correspondence and a Plan of Operations Approval Letter from the US Forest Service. Therefore, final acceptance from the Division for your Notice of Intent to Conduct Prospecting (NOI) project known as the Miller Midwest is hereby granted and your application is **accepted**.

Division Staff conducted a Reclamation Cost Estimate based on the details of your application. Staff calculations determined that the total cost to achieve reclamation of the project to be \$6,073.00 (Cost Estimation Worksheets Enclosed). To date, the Division has received the minimum bond required for filing of \$2,000.00. Please provide the Division with either a replacement Financial Warranty for the full amount or the \$4,073.00 difference along with the appropriate Financial Warranty Form. In addition to the Financial Warranty, please execute and submit the Performance Warranty (Enclosed). Once the Financial and Performance Warranties are received and accepted by the Division you will be issued an Authorization to Proceed Letter.

Also, in accordance with Rule 5.6, the Annual Report, Map and associated fee of \$86.00 per site must be submitted on your approval anniversary for each year following the filing of an NOI until reclamation responsibility release is granted. If you have any questions, concerns or need additional information please feel free to contact me at the Division's Grand Junction Field Office, by phone at 303-866-3567 Ext. 8187 or by email at [lucas.west@state.co.us](mailto:lucas.west@state.co.us).

Sincerely,

**Lucas J. West**  
Environmental Protection Specialist  
Division of Reclamation, Mining and Safety



Tyler Miller, GRE Inc.

July 20, 2021

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Cc: Travis Marshall, Senior Environmental Protection Specialist  
Martha Williamson, USFS

Ec: Tyler Miller, GRE, Inc.

Encl. Reclamation Cost Estimate Worksheets  
Cash/ Check for Deposit in State Treasury Form  
Performance Warranty Form  
Affidavit of Authority

## COST SUMMARY WORK

Task description: Cost Summary

Site: Miller Midwest

Permit Action: New App

Permit/Job#: P2021004

### PROJECT IDENTIFICATION

Task #: 000

State: Colorado

Abbreviation: None

Date: 5/12/2021

County: Mineral

Filename: P004-000

User: LJW

Agency or organization name: DRMS

### TASK LIST (DIRECT COSTS)

Task	Description	Form Used	Fleet Size	Task Hours	Cost
001	Install closure on adit	MINESEAL	1	0.00	\$3,898
002	Replace earthen backfill	EXCAVATE	1	16.59	\$1,260
003	Mobilization	MOBILIZE	1	4.85	\$915
<b><u>SUBTOTALS:</u></b>				<b>21.44</b>	<b>\$6,073</b>

## SAFEGUARDING UNDERGROUND OPENINGS

Task description: Install closure on adit

Site: Miller Midwest

Permit Action: New App

Permit/Job#: P2021004

### PROJECT IDENTIFICATION

Task #: 001

State: Colorado

Abbreviation: None

Date: 5/12/2021

County: Mineral

Filename: P004-001

User: LJW

Agency or organization name: DRMS

### UNIT COSTS

Opening Description	Dimensions	Closure Method	Quantity	Unit	Unit Cost	Total Cost
Midwest Adit	10 x 10	Adit closure - grate only, no door (per opening)	1.00	EA	\$3,898.00	\$3,898.00

Job Hours: 0.00

Total Cost: \$3,898.00

## HYDRAULIC EXCAVATOR WORK

Task description: Replace earthen backfill

Site: Miller Midwest

Permit Action: New App

Permit/Job#: P2021004

### PROJECT IDENTIFICATION

Task #: 002

State: Colorado

Abbreviation: None

Date: 5/12/2021

County: Mineral

Filename: P004-002

User: LJW

Agency or organization name: DRMS

### HOURLY EQUIPMENT COST

Basic Machine: Cat 307D 7'-3" Stick

Attachment 1: ROPS Cab

Horsepower: 56

Weight (MT): 7.23

Shift Basis: 1 per day

Data Source: (CRG)

#### Cost Breakdown:

		Utilization %
Ownership Cost/Hour:	\$19.99	NA
Operating Cost/Hour:	\$18.64	100
Operator Cost/Hour:	\$37.32	NA
Total Unit Cost/Hour:	\$75.95	
Total Fleet Cost/Hour:	\$75.95	

### MATERIAL QUANTITIES

Initial volume: 1,714

CCY

Swell factor: 1.000

Loose volume: 1,714

LCY

Source of estimated volume: 150 tons @ 11.4 CY/Ton

Source of estimated swell factor: Cat Handbook

### HOURLY PRODUCTION

Excavator Cycle Time (load bucket, swing loaded, dump bucket, swing empty):

Basic Job Condition Description:	<u>AVERAGE</u>
Secondary Job Condition within Basic Description:	<u>AVERAGE</u>
Cycle Time Value:	<u>0.242</u> minutes

#### Load Bucket Capacity

Rated Capacity:	<u>0.59</u>	LCY (heaped)
Bucket Fill Factor:	<u>1.025</u>	Rock - Earth Mixture (100%-105%)
Adjusted Capacity:	<u>0.60</u>	LCY

Bucket Size Class: Large

#### Job Condition Correction Factors

Site Altitude: 10200 feet

Altitude Adj:	<u>0.83</u>	Source (CAT HB)
Job Efficiency:	<u>0.83</u>	(1 shift/day)
Net Correction:	<u>0.69</u>	multiplier

Unadjusted Hourly Unit Production:	<u>149.94</u>	LCY/Hour
Adjusted Hourly Unit Production:	<u>103.29</u>	LCY/Hour
Adjusted Hourly Fleet Production:	<u>103.29</u>	LCY/Hour

### JOB TIME AND COST

Fleet size:	<u>1</u>	Excavator	Total job time:	<u>16.59</u>	Hours
Unit cost:	<u>\$0.735</u>	/LCY	Total job cost:	<u>\$1,260</u>	

**EQUIPMENT MOBILIZATION/DEMOBILIZATION**Task description: **Mobilization**Site: **Miller Midwest**Permit Action: **New App**Permit/Job#: **P2021004****PROJECT IDENTIFICATION**Task #: **003**State: **Colorado**Abbreviation: **None**Date: **5/12/2021**County: **Mineral**Filename: **P004-003**User: **LJW**Agency or organization name: **DRMS****EQUIPMENT TRANSPORT RIG COST**Shift basis: **1 per day**Cost Data Source: **CRG Data**Truck Tractor Description: **GENERIC ON-HIGHWAY TRUCK TRACTOR, 6X4, DIESEL POWERED,  
400 HP (2ND HALF, 2006)**Truck Trailer Description: **GENERIC FOLDING GOOSENECK, DROP DECK EQUIPMENT  
TRAILER (25T, 50T, AND 100T)****Cost Breakdown:**

<b>Available Rig Capacities</b>	<b>0-25 Tons</b>	<b>26-50 Tons</b>	<b>51+ Tons</b>
Ownership Cost/Hour:	\$17.20	\$29.63	\$38.69
Operating Cost/Hour:	\$26.56	\$47.02	\$55.69
Operator Cost/Hour:	\$23.63	\$23.63	\$23.63
Helper Cost/Hour:	\$0.00	\$23.53	\$23.53
Total Unit Cost/Hour:	\$67.39	\$123.81	\$141.54

**NON ROADABLE EQUIPMENT:**

Machine Description	Weight/ Unit (TONS)	Owner ship Cost/hr/ unit	Haul Rig Cost/hr/unit	Fleet Size	Haul Trip Cost/hr/ fleet	Return Trip Cost/hr/ fleet	DOT Permit Cost/ fleet
Cat 307D 7'-3" Stick	7.95	\$19.99	\$67.39	1	\$87.38	\$67.39	\$250.00

Subtotals: **\$87.38** **\$67.39** **\$250.00****ROADABLE EQUIPMENT:**

Machine Description	Total Cost/hr/ unit	Fleet Size	Haul Trip Cost/hr/ fleet	Return Trip Cost/hr/ fleet
Light Duty Pickup, 4x4, 3/4 T.	\$13.23	1	\$13.23	\$13.23

Subtotals: **\$13.23** **\$13.23**

**EQUIPMENT HAUL DISTANCE and Time**

Nearest Major City or Town within project area region: SOUTH FORK  
 Total one-way travel distance: 25.00 miles  
 Average Travel Speed: 35.00 mph

Total Non-Roadable Mob/Demob Cost \* \$895.86  
 \* two round trips with haul rig:  
 Total Roadable Mob/Demob Cost \*\* \$18.90  
 \*\* one round trip, no haul rig:

**Transportation Cycle Time:**

	Non-Roadable Equipment	Roadable Equipment
Haul Time (Hours):	0.71	0.71
Return Time (Hours):	0.71	0.71
Loading Time (Hours):	0.50	NA
Unloading Time (Hours):	0.50	NA
Subtotals:	2.43	1.43

**JOB TIME AND COST**

Total job time: 4.86 Hours

Total job cost: \$915

# 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



### STATEWIDE PROSPECTING FINANCIAL WARRANTY

#### CHECK FOR DEPOSIT IN STATE TREASURY

Prospecting Financial Warranty No. \_\_\_\_\_

Notice of Intent No. \_\_\_\_\_

*This form has been approved by the Mined Land Reclamation Board ("Board") pursuant to section 34-32-117, C.R.S., of the Colorado Land Reclamation Act. 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 Prospector to cease and desist orders and civil penalties for prospecting without a permit pursuant to section 34-32-123, C.R.S., of the Colorado Land Reclamation Act.*

KNOW ALL MEN BY THESE PRESENTS, That we (I), \_\_\_\_\_,  
of the County of \_\_\_\_\_, in the State of \_\_\_\_\_ as  
Principal(s) are (am) held hereby and firmly bound unto the State of Colorado, acting through the Mined Land  
Reclamation Board in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the  
payment of which sum, well and truly to be made, we (I) hereby bind ourself(s), and each of our (my) legal  
representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has filed Notices of Intent to Conduct Prospecting Operations with the Board on the  
premises indicated on the Notices of Intent filed with the Board which are attached hereto and thereby incorporated by  
reference, to wit:

\_\_\_\_\_  
\_\_\_\_\_  
Notices of Intent which may be filed in the future will also be attached hereto and thereby incorporated by reference.

NOW, THEREFORE, the conditions of this obligation are such that if the above-bounded Principal shall, in  
conducting such prospecting operations, faithfully perform the provisions of the Notices of Intent to Conduct  
Prospecting operations filed or to be filed with the Board and the requirements of the plan to implement reclamation  
measures to reclaim all of the lands affected throughout the State by such prospecting operations, approved and  
modified by the Colorado Land Reclamation Act as amended, and the Rules and Regulations adopted pursuant  
thereto; upon the Board making the finding that all of the lands described in the Notices of Intent to Conduct  
Prospecting Operations filed or to be filed with the Board which are attached hereto and hereby incorporated by  
reference have been satisfactorily reclaimed and approving the Prospector's request for a financial warranty release on  
such lands, then this obligation shall be exonerated and discharged and become null and void; otherwise to remain in  
full force and effect. PROVIDED, however, the Warrantor shall not be liable under this financial warranty for an  
amount greater in the aggregate than the sum designated in the first paragraph hereof, unless increased by a later



amendment, and shall not be liable as respects any obligation related to prospecting and reclamation operations performed after the effective date of a cancellation of this financial warranty pursuant to the terms of Section 34-32-117(5), as amended. This financial warranty shall remain in force and effect as respects all obligations for all prospecting and reclamation operations performed prior to the effective date of such cancellation unless the Principal files a substitute financial warranty which: 1) assumes liability for all obligations for all prospecting and reclamation operations performed during the effective dates of this financial warranty ; and 2) is acceptable to the Board; or unless the Board otherwise releases 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 Prospector 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 Prospector 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.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED:

By \_\_\_\_\_  
Division Director

\_\_\_\_\_  
Date



## COLORADO

Division of Reclamation,  
Mining and Safety

Department of Natural Resources

1313 Sherman Street, Room 215  
Denver, CO 80203

### PERFORMANCE WARRANTY

Permittee/Operator: \_\_\_\_\_

Operation known as: \_\_\_\_\_

Permit Number: \_\_\_\_\_

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

All parties are on Notice from this Document that:

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

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

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

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

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

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



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

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

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

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Operator: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### NOTARIZATION OF OPERATOR'S ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
 ) ss.

COUNTY OF \_\_\_\_\_)

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

by \_\_\_\_\_ as \_\_\_\_\_  
(Name) (Title)

of \_\_\_\_\_.  
(Operator)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Division Director



**COLORADO**

**Division of Reclamation,  
Mining and Safety**

Department of Natural Resources

1313 Sherman Street, Room 215  
Denver, CO 80203

## **Documentation of Legal Authority to Execute Financial Warranty Documents**

*The Colorado Mined Land Reclamation Board (“Board”) has adopted the attached Affidavit of Authority to Execute Financial Warranty Documents pursuant to the Mined Land Reclamation Act (C.R.S. § 34-32-101 et. seq.) and the Land Reclamation Act for the Extraction of Construction Materials (C.R.S. § 34-32.5-101 et. seq.). The Board and the Division of Reclamation Mining and Safety (“Division”) have determined that, in order to carry out the financial warranty requirements set forth in C.R.S. §§ 34-32-117 and 34-32.5-117 with reasonable diligence, it is prudent to verify the legal authority of the individual signing all necessary documents.*

*Accordingly, you must provide confirmation of the legal authority of the individual signing all Financial Warranty Documents to the Division. You may do so either by submitting a resolution of the decision-making body of your company that authorizes an individual to sign the Financial Warranty Documents on the company’s behalf, or by completing and notarizing the attached affidavit. The Division reserves the right to require the attached affidavit in all circumstances. Please note that if you are a sole proprietor who is executing documents on your own behalf, documentation of legal authority is unnecessary.*



### Affidavit of Authority to Execute Financial Warranty Documents

Before me this day, the undersigned \_\_\_\_\_ [name of authorized person], in his/her capacity as \_\_\_\_\_ [title of authorized person] ("Affiant"), personally appeared and, being first duly sworn upon oath said:

1. This affidavit is being executed and submitted on behalf of \_\_\_\_\_ [name of business organization], a(n) \_\_\_\_\_ [legal form of business organization, *e.g.*, corporation, partnership, limited liability company, etc.], in good standing in the State of Colorado (the "Company").
2. It is in the interest of the Company to execute certain financial warranty documents associated with file number \_\_\_\_\_ (DRMS file number), which are required by the Colorado Mined Land Reclamation Board and Division of Reclamation Mining and Safety pursuant to Colorado law ("Financial Warranty Documents").
3. Affiant is duly authorized to sign such Financial Warranty Documents on behalf of the Company and to bind the Company to the same.
4. Affiant is not prohibited or limited by the Company's governing documents or by any applicable law from executing the Financial Warranty Documents.
5. Affiant will inform the Division of Reclamation Mining and Safety within thirty (30) days in the event that his/her authorization to execute Financial Warranty Documents on the Company's behalf is terminated.

Further, Affiant sayeth not.

\_\_\_\_\_  
Affiant's Name

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) ss.:  
COUNTY OF \_\_\_\_\_ )

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

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_