



November 15, 2021

Tim Cazier  
CO DRMS  
1313 Sherman Street, Room 215  
Denver, CO 80206

RE: M-1981-044 Solberg Pit  
Amendment -03 Application

Dear Mr. Cazier,

Pioneer Sand Company (Pioneer) is submitting this application to amend M-1981-044 on behalf of Solberg Gravel LLC, increasing the total permit acres to approximately 314 acres. This amendment will also update exhibits to reflect the current operation.

The market demand for housing and infrastructure improvements requires reliable and sustainable natural resources. The Solberg Pit is an integral part of the sand and gravel supply chain, producing over 600K tons in 2020. The intent of this amendment is to extend the life of the mine by increasing the permit boundary to include an additional 80 acres.

The mining and processing activities will remain consistent with the current operation. Truck traffic will remain consistent with the current operation.

Exhibits that will remain consistent and unchanged with the approved permit include:

- 6.4.2 Exhibit B: Index Map
- 6.4.8 Exhibit H: Wildlife Information
- 6.4.10 Exhibit J: Vegetation Information
- 6.4.11 Exhibit K: Climate
- 6.4.13 Exhibit M: Other Permits and Licenses
- 6.4.16 Exhibit P: Municipalities Within Two Miles

The remaining exhibits are provided herein.

Respectfully submitted,

Angela M. Bellantoni Ph.D.



# STATE OF COLORADO

## DIVISION OF RECLAMATION, MINING AND SAFETY

Department of Natural Resources

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



### CONSTRUCTION MATERIALS REGULAR (112) OPERATION RECLAMATION PERMIT APPLICATION FORM

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

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

☐  
☐

New Application (Rule 1.4.5)



Amendment Application (Rule 1.10)

Conversion Application (Rule 1.11)

Permit # M - 1981 044 (provide for Amendments and Conversions of existing permits)

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

#### GENERAL OPERATION INFORMATION

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

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

	<u>234.56</u>	permitted acres
3.1 Change in acreage (+)	<u>80.0</u>	acres
3.2 Total acreage in Permit area	<u>314.56</u>	acres
4. Fees:

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

5.1 Incidental commoditie(s) to be mined:	1. <u>-</u> lbs/Tons/yr	2. <u>/</u> lbs/Tons/yr
	3. <u>/</u> lbs/Tons/yr	4. <u>/</u> lbs/Tons/yr
	5. <u>/</u> lbs/Tons/yr	
5.2 Anticipated end use of primary commoditie(s) to be mined:	<u>construction material</u>	
5.3 Anticipated end use of incidental commoditie(s) to be mined:	<u></u>	

6. **Name of owner of subsurface rights of affected land:** Solberg Gravel LLC  
If 2 or more owners, "refer to Exhibit O".

7. **Name of owner of surface of affected land:** Solberg Gravel LLC

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

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

COUNTY: El Paso

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

SECTION (write number): S 21

TOWNSHIP (write number and check direction): T 13 ☐ North ☒ South

RANGE (write number and check direction): R 64 ☐ East ☒ West

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

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

GENERAL DESCRIPTION: (the number of miles and direction from the nearest town and the approximate elevation): \_\_\_\_\_  
Intersection of Curtis Road and Garrett Road, Peyton, CO; elevation 6655gt.

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

Latitude/Longitude:

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

Latitude (N): deg \_\_\_\_\_ min \_\_\_\_\_ sec \_\_\_\_\_.\_\_\_\_\_ (2 decimal places)

Longitude (W): deg \_\_\_\_\_ min \_\_\_\_\_ sec \_\_\_\_\_.\_\_\_\_\_ (2 decimal places)

OR

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

Latitude (N) 38 909037 (5 decimal places)

Longitude(W) -104 553373 (5 decimal places)

OR

Universal Tranverse Mercator (UTM)

Example: 201336.3 E NAD27 Zone 13  
4398351.2 N

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

Easting \_\_\_\_\_

Northing \_\_\_\_\_



11. **Correspondence Information:**

**APPLICANT/OPERATOR** (name, address, and phone of name to be used on permit)

Contact's Name: **Robert Solberg** Title: \_\_\_\_\_  
Company Name: **Solberg Gravel LLC**  
Street/P.O. Box: **13745 Garrett Road** P.O. Box: \_\_\_\_\_  
City: **Peyton**  
State: **CO** Zip Code: **80831-7620**  
Telephone Number: **( 719 ) - 683-3198**  
Fax Number: **( ) -**

**PERMITTING CONTACT** (if different from applicant/operator above)

Contact's Name: **Angela Bellantoni** Title: **Permits and Licenses Specialist**  
Company Name: **Pioneer Landscaping Materials Inc.**  
Street/P.O. Box: **630 Plaza Drive, Suite 150** P.O. Box: \_\_\_\_\_  
City: **Highlands Ranch**  
State: **CO** Zip Code: **80129**  
Telephone Number: **( 719 ) - 429-8950**  
Fax Number: **( ) -**

**INSPECTION CONTACT**

Contact's Name: **Jason Ulmer** Title: **Souther CO Quarry Manager**  
Company Name: **Pioneer Landscaping Materials Inc.**  
Street/P.O. Box: **630 Plaza Drive, Suite 150** P.O. Box: \_\_\_\_\_  
City: **Highlands Ranch**  
State: **CO** Zip Code: **80129**  
Telephone Number: **( ) -**   
Fax Number: **( ) -**

**CC: STATE OR FEDERAL LANDOWNER (if any)**

Agency: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: **( ) -**

**CC: STATE OR FEDERAL LANDOWNER (if any)**

Agency: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: **( ) -**



12. **Primary future (Post-mining) land use (check one):**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Cropland(CR)                  | <input checked="" type="checkbox"/> Pastureland(PL) | <input type="checkbox"/> General Agriculture(GA)   |
| <input type="checkbox"/> Rangeland(RL)                 | <input type="checkbox"/> Forestry(FR)               | <input type="checkbox"/> Wildlife Habitat(WL)      |
| <input type="checkbox"/> Residential(RS)               | <input type="checkbox"/> Recreation(RC)             | <input type="checkbox"/> Industrial/Commercial(IC) |
| <input type="checkbox"/> Developed Water Resources(WR) |   | <input type="checkbox"/> Solid Waste Disposal(WD)  |

13. **Primary present land use (check one):**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Cropland(CR)                  | <input type="checkbox"/> Pastureland(PL) | <input type="checkbox"/> General Agriculture(GA)   |
| <input checked="" type="checkbox"/> Rangeland(RL)      | <input type="checkbox"/> Forestry(FR)    | <input type="checkbox"/> Wildlife Habitat(WL)      |
| <input type="checkbox"/> Residential(RS)               | <input type="checkbox"/> Recreation(RC)  | <input type="checkbox"/> Industrial/Commercial(IC) |
| <input type="checkbox"/> Developed Water Resources(WR) |  |  |

14. **Method of Mining:** Briefly explain mining method (e.g. truck/shovel):  
Loaders extract the aggregate. Off-road haul trucks transport material to processing plants

15. **On Site Processing:** ☒ Crushing/Screening

13.1 Briefly explain mining method (e.g. truck/shovel):  
Material is fed into screens using loaders.

List any designated chemicals or acid-producing materials to be used or stored within permit area:  
NA

16. **Description of Amendment or Conversion:**

If you are amending or converting an existing operation, provide a brief narrative describing the proposed change(s).

This amendment will add 80 acres to the current permit. The mining method and production will be consistent with current practices.



**Maps and Exhibits:**

Two (2) complete, unbound application packages must be submitted. One complete application package consists of a signed application form and the set of maps and exhibits referenced below as Exhibits A-S, Addendum 1, and the Geotechnical Stability Exhibit. Each exhibit within the application must be presented as a separate section. Begin each exhibit on a new page. Pages should be numbered consecutively for ease of reference. If separate documents are used as appendices, please reference these by name in the exhibit.


With each of the two (2) signed application forms, you must submit a corresponding set of the maps and exhibits as described in the following references to Rule 6.4, 6.5, and 1.6.2(1)(b):

EXHIBIT A	Legal Description
EXHIBIT B	Index Map
EXHIBIT C	Pre-Mining and Mining Plan Map(s) of Affected Lands
EXHIBIT D	Mining Plan
EXHIBIT E	Reclamation Plan
EXHIBIT F	Reclamation Plan Map
EXHIBIT G	Water Information
EXHIBIT H	Wildlife Information
EXHIBIT I	Soils Information
EXHIBIT J	Vegetation Information
EXHIBIT K	Climate Information
EXHIBIT L	Reclamation Costs
EXHIBIT M	Other Permits and Licenses
EXHIBIT N	Source of Legal Right-To-Enter
EXHIBIT O	Owners of Record of Affected Land (Surface Area) and Owners of Substance to be Mined
EXHIBIT P	Municipalities Within Two Miles
EXHIBIT Q	Proof of Mailing of Notices to County Commissioners and Conservation District
EXHIBIT R	Proof of Filing with County Clerk or Recorder
EXHIBIT S	Permanent Man-Made Structures
Rule 1.6.2(1)(b)	ADDENDUM 1 - Notice Requirements (sample enclosed)
Rule 6.5	Geotechnical Stability Exhibit (any required sections)

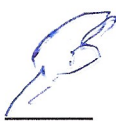
The instructions for preparing Exhibits A-S, Addendum 1, and Geotechnical Stability Exhibit are specified under Rule 6.4 and 6.5 and Rule 1.6.2(1)(b) of the Rules and Regulations. If you have any questions on preparing the Exhibits or content of the information required, or would like to schedule a pre-application meeting you may contact the Office at 303-866-3567.

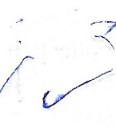
**Responsibilities as a Permittee:**


Upon application approval and permit issuance, this application becomes a legally binding document. Therefore, there are a number of important requirements which you, as a permittee, should fully understand. These requirements are listed below. Please read and initial each requirement, in the space provided, to acknowledge that you understand your obligations. If you do not understand these obligations then please contact this Office for a full explanation.

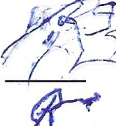
-  1. Your obligation to reclaim the site is not limited to the amount of the financial warranty. You assume legal liability for all reasonable expenses which the Board or the Office may incur to reclaim the affected lands associated with your mining operation in the event your permit is revoked and financial warranty is forfeited;

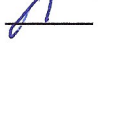


  
2. The Board may suspend or revoke this permit, or assess a civil penalty, upon a finding that the permittee violated the terms or conditions of this permit, the Act, the Mineral Rules and Regulations, or that information contained in the application or your permit misrepresent important material facts;


  
3. If your mining and reclamation operations affect areas beyond the boundaries of an approved permit boundary, substantial civil penalties, to you as permittee can result;


  
4. Any modification to the approved mining and reclamation plan from those described in your approved application requires you to submit a permit modification and obtain approval from the Board or Office;


  
5. It is your responsibility to notify the Office of any changes in your address or phone number;

  
6. Upon permit issuance and prior to beginning on-site mining activity, you must post a sign at the entrance of the mine site, which shall be clearly visible from the access road, with the following information (Rule 3.1.12):

- a. the name of the operator;
- b. a statement that a reclamation permit for the operation has been issued by the Colorado Mined Land Reclamation Board; and,
- c. the permit number.

  
7. The boundaries of the permit boundary area must be marked by monuments or other markers that are clearly visible and adequate to delineate such boundaries prior to site disturbance.

  
8. It is a provision of this permit that the operations will be conducted in accordance with the terms and conditions listed in your application, as well as with the provisions of the Act and the Construction Material Rules and Regulations in effect at the time the permit is issued.

  
9. Annually, on the anniversary date of permit issuance, you must submit an annual fee as specified by Statute, and an annual report which includes a map describing the acreage affected and the acreage reclaimed to date (if there are changes from the previous year), any monitoring required by the Reclamation Plan to be submitted annually on the anniversary date of the permit approval. Annual fees are for the previous year a permit is held. For example, a permit with the anniversary date of July 1, 1995, the annual fee is for the period of July 1, 1994 through June 30, 1995. Failure to submit your annual fee and report by the permit anniversary date may result in a civil penalty, revocation of your permit, and forfeiture of your financial warranty. It is your responsibility, as the permittee, to continue to pay your annual fee to the Office until the Board releases you from your total reclamation responsibility.

NA  
10. For joint venture/partnership operators: the signing representative is authorized to sign this document and a power of attorney (provided by the partner(s)) authorizing the signature of the representative is attached to this application.



**Certification:**

As an authorized representative of the applicant, I hereby certify that the operation described has met the minimum requirements of the following terms and conditions:

1. To the best of my knowledge, all significant, valuable and permanent man-made structure(s) in existence at the time this application is filed, and located within 200 feet of the proposed affected area have been identified in this application (Section 34-32.5-115(4)(e), C.R.S.).
2. No mining operation will be located on lands where such operations are prohibited by law (Section 34-32.5-115(4)(f), C.R.S.;
3. As the applicant/operator, I do not have any extraction/exploration operations in the State of Colorado currently in violation of the provisions of the Colorado Land Reclamation Act for the Extraction of Construction Materials (Section 34-32.5-120, C.R.S.) as determined through a Board finding.
4. I understand that statements in the application are being made under penalty of perjury and that false statements made herein are punishable as a Class 1 misdemeanor pursuant to Section 18-8-503, C.R.S.

*This form has been approved by the Mined Land Reclamation Board pursuant to section 34-32.5-112, C.R.S., of the Colorado Land Reclamation Act for the Extraction of Construction Materials. Any alteration or modification of this form shall result in voiding any permit issued on the altered or modified form and subject the operator to cease and desist orders and civil penalties for operating without a permit pursuant to section 34-32.5-123, C.R.S.*

Signed and dated this 12 day of November, 2021.

Solberg Gravel LLC  
Applicant/Operator or Company Name

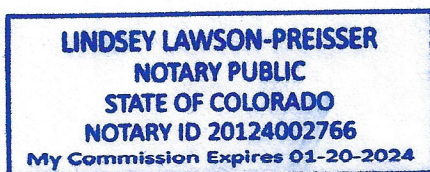
If Corporation Attest (Seal)

Signed: Robert Solberg  
Title: President

Signed: \_\_\_\_\_  
Corporate Secretary or Equivalent  
Town/City/County Clerk

State of Colorado )  
County of El Paso ) ss.

The foregoing instrument was acknowledged before me this 12th day of November, 2021, by Robert Solberg as President of Solberg Gravel LLC



[Signature]  
Notary Public

My Commission expires: 1/20/2024

**SIGNATURES MUST BE IN BLUE INK**

You must post sufficient Notices at the location of the proposed mine site to clearly identify the site as the location of a

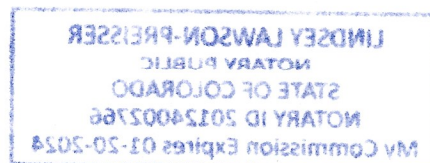


**NOTE TO COMMENTORS/OBJECTORS:**

It is likely there will be additions, changes, and deletions to this document prior to final decision by the Office. Therefore, if you have any comments or concerns you must contact the applicant or the Office prior to the decision date so that you will know what changes may have been made to the application document.

The Office is not allowed to consider comments, unless they are written, and received prior to the end of the public comment period. You should contact the applicant for the final date of the public comment period.

If you have questions about the Mined Land Reclamation Board and Office's review and decision or appeals process, you may contact the Office at (303) 866-3567.





## Table of Exhibits

Page 1:	6.4.1 Exhibit A: Legal Description
Page 2:	6.4.3 Exhibit C: Pre-mining and Mining Plan Map(s) Of Affected Lands
Page 3:	6.4.4 Exhibit D: Mining Plan
Page 5:	6.4.5 Exhibit E: Reclamation Plan
Page 6:	6.4.6 Exhibit F: Reclamation Plan Map
Page 7:	6.4.7 Exhibit G: Water Information
Page 8:	6.4.9 Exhibit I: Soils Information
Page 9:	6.4.12 Exhibit L: Reclamation Costs
Page 10:	6.4.14 Exhibit N: Source of Legal Right to Enter
Page 11:	6.4.15 Exhibit O: Owners of Record of Affected Land (Surface Area) And Owners of Substance to be Mined
Page 12:	6.4.17 Exhibit Q: Proof of Mailing of Notices to County Commissioners and Soil Conservation District
Page 13:	6.4.18 Exhibit R: Proof of Filing with County Clerk and Recorder
Page 14:	6.4.19 Exhibit S: Permanent Man-Made Structures_Within 200 Feet of Affected Area
Page 15:	Addendum 1: Proof of Property Posting



### 6.4.1 Exhibit A Legal Description

The proposed amendment to the permit boundary will include an 80-acre parcel adjoining the existing permit boundary to the west. The proposed amendment permit boundary will also be the affected area boundary.

The mine entrance will remain unchanged from Curtis Road in Peyton, CO: Longitude 104.553437° W and Latitude 38.909057° N.

The legal description of the proposed amendment area is as follows:

The West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 21, Township 13 South, Range 64 West of the 6<sup>th</sup> P.M. in El Paso County, CO.



6.4.3 Exhibit C  
Pre-mining and Mining Plan Map(s)  
Of Affected Lands



## 6.4.4 Exhibit D Mining Plan

The Solberg Pit is a historic sand and gravel mine that has provided construction industry material since 1981. This amendment will increase the permit boundary to include 80 acres for a total permitted area of approximately 314 acres. The affected area will include 276 acres. The utility poles along the south property boundary and northwest corner require a 75 ft. setback. To be protective of the utility line, the area south and southwest of the utility line as well as within 75 feet of the utility pole will not be mined, thus reducing the affected area to 76 acres.

### Geologic Description

The target deposit is sandy loam for construction industry sand. Sandy loam is present in both the Stapleton and Blakeland soil types occurring in the permit boundary. Whereas the Stapleton has gravelly loam, Blakeland is loamy sand or sand to the survey depth. Based on mining activity, the target deposit exists to a depth of 40 ft. below ground level and potentially deeper.

### Mining Operation

Mining will continue west from the current active mine area. The depth of mining will be consistent with current practices of approximately 40 ft. below ground surface. The mine will continue to develop as an open pit. The mine perimeter will be 3H:1V slopes to the mine floor. Water storage ponds and water recycling ponds are adjacent to processing plants.

Mining methods and equipment will be consistent with current practices. Topsoil and overburden is removed from the surface with a scraper. The topsoil is stockpiled for use in reclamation. Material is removed from a mine face using a loader and loaded into a haul truck. The haul truck transports the material to stockpiles adjacent to a processing plant. Processing plants are wet screens and sand screws for production of construction sand. Loaders feed the processing plant and load trucks for hauling the material off-site.

The proposed amendment area will be bonded as mining progresses. Reclamation sloping and floor grading will occur contemporaneously with mining. Perimeter slopes will be mined 2.5H:1V or less. The mine floor will be graded and sloped when an area is mined out.

Truck traffic and haul roads will remain consistent with the current operation. Whereas the interior haul roads will change as mining and production changes, the scale house and mine access will remain unchanged. On-site haul truck and off-site haul truck traffic trips will remain consistent with the current operation. The life of the mine is anticipated to increase between ten and 12 years. Average annual employment at the site is 12 employees.

Mining equipment includes an excavator, a grizzly, off-road trucks, a scraper, a loader and a bulldozer. A water truck will be used to mitigate fugitive dust. Material is processed using up to three wet screening plants. The primary commodity is construction sand. Each plant is connected to a recirculating water system. Groundwater is supplied from a groundwater well. The well permit is provided in Exhibit G.

The mine is an open pit with a porous sandy loam floor. Surface water as precipitation and snow melt will pool on the mine floor and infiltrate within 72 hours.



## 6.4.5 Exhibit E Reclamation Plan

Post-mining land use will remain rangeland as approved in the current permit. Final topographical configuration will manifest as a graded and vegetated depression with 2.5H:1V or less sloped sides. The southwest corner will naturally blend with adjoining topography allowing for stormwater drainage into the natural drainage ditch. As mining activity progresses west into the amendment area, reclamation will begin in the mined out east portion of the mine.

Upon completion of mining and processing in a portion of the mine, the mine floor will be graded with a motor grader. If the recycle water pond is no longer necessary, it will be backfilled with a bulldozer and graded. Perimeter slopes in the vicinity will be shaped to a slope of 2.5H:1V or gentler using a bulldozer.

Topsoil will continue to be salvaged and stockpiled inside the mine for use during reclamation. Topsoil will be replaced to a depth ranging from four to six inches deep. The topsoil will be transported from the stockpiles to the target area by dump trucks that are filled using a loader. The topsoil will be distributed using a motor grader.

Reseeding will use a hydroseeder. Seeding will occur between October 1 and April 30. The reclamation seed mix is consistent with the 2006 reclamation plan. Revegetation will occur using a hydroseeder and hydromulch with a tacifier, eliminating the need for straw mulch and crimping equipment.

To address the potential for erosion during reclamation, contour furrows will be shaped into the slope at 30 vertical foot intervals down the face of the slope, perpendicular to the slope. The contour furrows will be approximately 20 ft. long and spaced approximately 50 ft. apart.

The reclaimed slopes will be monitored regularly for vegetation success or erosion impacts. Additional erosion control measures will be implemented if necessary. Weed control will be performed if the weed density inhibits the establishment of grasses or if noxious weeds appear in the reclaimed area.

#### 6.4.6 Exhibit F Reclamation Plan Map



## 6.4.7 Exhibit G

### Water Information

Water resources present within the permit boundary include groundwater and stormwater precipitation. Groundwater is brought to the surface in a well and used in the processing plants. Precipitation falls and pools on the mine floor. Surface streams and natural drainages are not present. Mining will not intercept the ground water table.

Groundwater is brought to the surface by way of Well Permit No. 85276-F (provided herein). The total well depth is 1265 ft. with static water level at 644 ft. below ground surface. The well withdraws water from the Arapahoe aquifer and is allowed 89.65 acre-feet per year. The permit allows the groundwater to be used for industrial use and replacement supply in addition to other uses.

Process water is recovered from and recirculated back to the processing plants. Groundwater is pumped into a freshwater pond from which water is conveyed to the wet sand and gravel processing plants. Dewatering screens and sand screws recover process water into the "mudline". A cationic polymer and flocculent are injected into the mudline, mixing with the recovered water and discharging into the settling pond. The solids sink to the bottom of the pond while the clean water is pumped to the freshwater pond to recirculate through the plants.

Process water treatment chemicals are delivered in 270 gallon industrial totes. The totes are stored on site in Conex shipping container or other metal building. The MSDS information is provided herein.

Consumptive use of water also occurs as fugitive dust suppression using approximately 5000 gallons/day. A 2500-gallon water truck delivers water spray to haul roads and mine areas as needed throughout the day.

Precipitation will present on site as stormwater and snowmelt. The mine floor is very porous compacted sand with some clay lenses. Surface water pools on the mine floor and infiltrates within 72 hours. Perimeter berms constructed along the haul road and access road channel stormwater to the mine floor.

### 6.4.9 Exhibit I Soils Information

The NRCS Web Soil Survey application was applied to the permit area. The Area-of-Interest soil map and descriptions are provided herein along with range vegetation productivity. The affected area includes Stapleton and Blakeland soil series.



# Soil Map—El Paso County Area, Colorado (Solberg Pit)



Soil Map may not be valid at this scale.

Map Scale: 1:8,920 if printed on A landscape (11" x 8.5") sheet.

0 100 200 400 600 Meters

0 400 800 1600 2400 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84



**Natural Resources  
Conservation Service**

Web Soil Survey  
National Cooperative Soil Survey

10/5/2021  
Page 1 of 3

Soil Map—El Paso County Area, Colorado  
(Solberg Pit)

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: El Paso County Area, Colorado

Survey Area Data: Version 19, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 11, 2018—Oct 20, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
8	Blakeland loamy sand, 1 to 9 percent slopes	143.2	41.9%
83	Stapleton sandy loam, 3 to 8 percent slopes	198.9	58.1%
<b>Totals for Area of Interest</b>		<b>342.1</b>	<b>100.0%</b>

## El Paso County Area, Colorado

### 8—Blakeland loamy sand, 1 to 9 percent slopes

#### Map Unit Setting

*National map unit symbol:* 369v

*Elevation:* 4,600 to 5,800 feet

*Mean annual precipitation:* 14 to 16 inches

*Mean annual air temperature:* 46 to 48 degrees F

*Frost-free period:* 125 to 145 days

*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Blakeland and similar soils:* 98 percent

*Minor components:* 2 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Blakeland

##### Setting

*Landform:* Hills, flats

*Landform position (three-dimensional):* Side slope, talf

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Alluvium derived from sedimentary rock and/or  
eolian deposits derived from sedimentary rock

##### Typical profile

*A - 0 to 11 inches:* loamy sand

*AC - 11 to 27 inches:* loamy sand

*C - 27 to 60 inches:* sand

##### Properties and qualities

*Slope:* 1 to 9 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Somewhat excessively drained

*Runoff class:* Low

*Capacity of the most limiting layer to transmit water (Ksat):* High to  
very high (5.95 to 19.98 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 5 percent

*Available water supply, 0 to 60 inches:* Low (about 4.5 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 3e

*Land capability classification (nonirrigated):* 6e

*Hydrologic Soil Group:* A

*Ecological site:* R049XB210CO - Sandy Foothill

*Hydric soil rating:* No

### **Minor Components**

#### **Other soils**

*Percent of map unit:* 1 percent

*Hydric soil rating:* No

#### **Pleasant**

*Percent of map unit:* 1 percent

*Landform:* Depressions

*Hydric soil rating:* Yes

## **Data Source Information**

Soil Survey Area: El Paso County Area, Colorado

Survey Area Data: Version 19, Aug 31, 2021



## El Paso County Area, Colorado

### 83—Stapleton sandy loam, 3 to 8 percent slopes

#### Map Unit Setting

*National map unit symbol:* 369z

*Elevation:* 6,500 to 7,300 feet

*Mean annual precipitation:* 14 to 16 inches

*Mean annual air temperature:* 46 to 48 degrees F

*Frost-free period:* 125 to 145 days

*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Stapleton and similar soils:* 97 percent

*Minor components:* 3 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Stapleton

##### Setting

*Landform:* Hills

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Sandy alluvium derived from arkose

##### Typical profile

*A - 0 to 11 inches:* sandy loam

*Bw - 11 to 17 inches:* gravelly sandy loam

*C - 17 to 60 inches:* gravelly loamy sand

##### Properties and qualities

*Slope:* 3 to 8 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Well drained

*Runoff class:* Low

*Capacity of the most limiting layer to transmit water (Ksat):* High  
(2.00 to 6.00 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water supply, 0 to 60 inches:* Low (about 4.7 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3e

*Hydrologic Soil Group:* B

*Ecological site:* R049XY214CO - Gravelly Foothill

*Hydric soil rating:* No

### **Minor Components**

#### **Fluvaquentic haplaquolls**

*Percent of map unit:* 1 percent

*Landform:* Swales

*Hydric soil rating:* Yes

#### **Other soils**

*Percent of map unit:* 1 percent

*Hydric soil rating:* No

#### **Pleasant**

*Percent of map unit:* 1 percent

*Landform:* Depressions

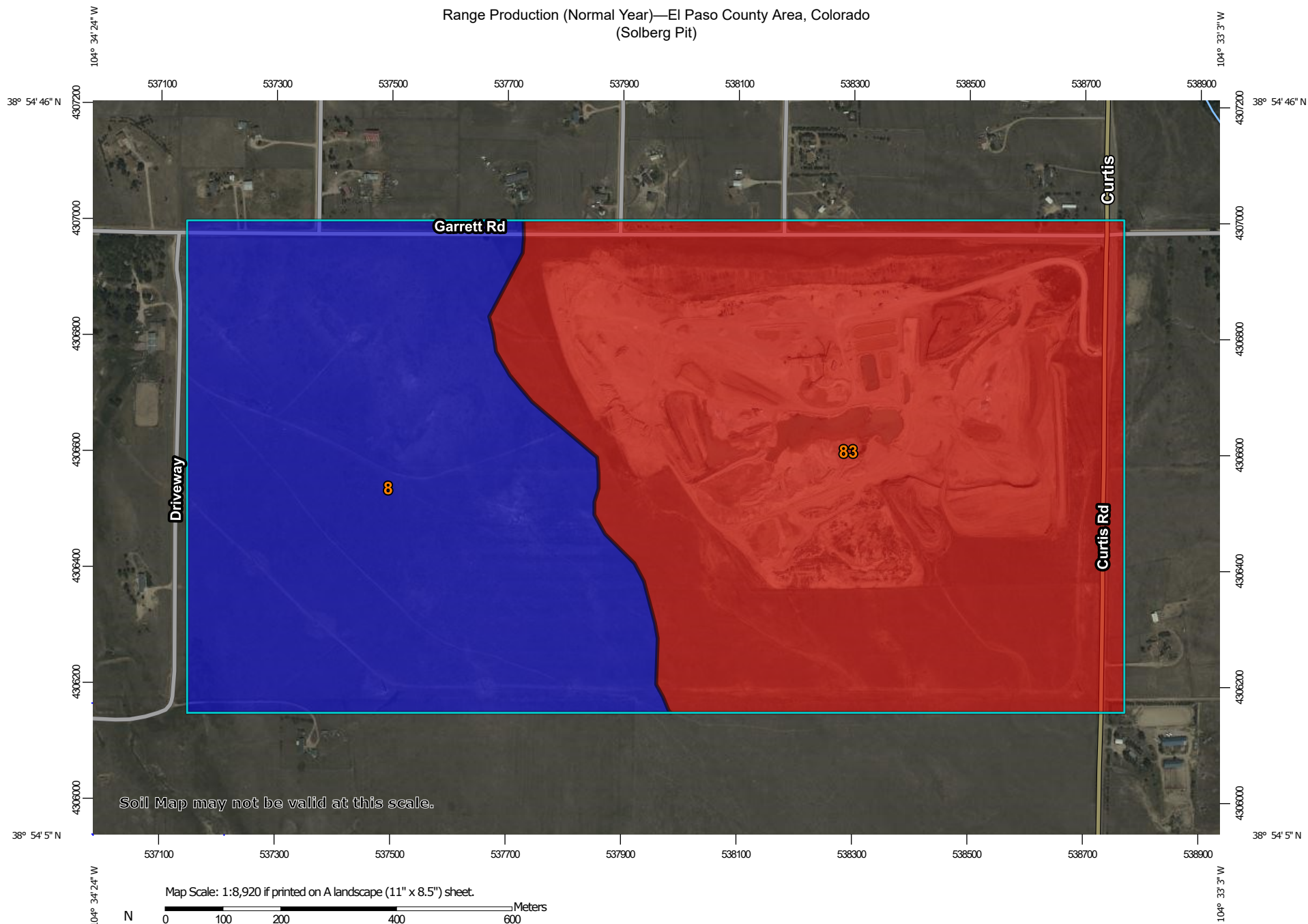
*Hydric soil rating:* Yes

## **Data Source Information**

Soil Survey Area: El Paso County Area, Colorado

Survey Area Data: Version 19, Aug 31, 2021


Range Production (Normal Year)—El Paso County Area, Colorado  
(Solberg Pit)








## MAP LEGEND

### Area of Interest (AOI)




 Area of Interest (AOI)

### Soils




#### Soil Rating Polygons

  $\leq 970$   
  $> 970$  and  $\leq 1470$   
 Not rated or not available


#### Soil Rating Lines

  $\leq 970$   
  $> 970$  and  $\leq 1470$   
 Not rated or not available






#### Soil Rating Points

  $\leq 970$   
  $> 970$  and  $\leq 1470$   
 Not rated or not available

### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

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Soil Survey Area: El Paso County Area, Colorado  
Survey Area Data: Version 19, Aug 31, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 11, 2018—Oct 20, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Range Production (Normal Year)

Map unit symbol	Map unit name	Rating (pounds per acre per year)	Acres in AOI	Percent of AOI
8	Blakeland loamy sand, 1 to 9 percent slopes	1470	143.2	41.9%
83	Stapleton sandy loam, 3 to 8 percent slopes	970	198.9	58.1%
<b>Totals for Area of Interest</b>			<b>342.1</b>	<b>100.0%</b>

## Description

Total range production is the amount of vegetation that can be expected to grow annually in a well managed area that is supporting the potential natural plant community. It includes all vegetation, whether or not it is palatable to grazing animals. It includes the current year's growth of leaves, twigs, and fruits of woody plants. It does not include the increase in stem diameter of trees and shrubs. It is expressed in pounds per acre of air-dry vegetation. In a normal year, growing conditions are about average. Yields are adjusted to a common percent of air-dry moisture content.

In areas that have similar climate and topography, differences in the kind and amount of vegetation produced on rangeland are closely related to the kind of soil. Effective management is based on the relationship between the soils and vegetation and water.

## Rating Options

*Units of Measure:* pounds per acre per year

*Aggregation Method:* Weighted Average

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* Yes

#### 6.4.12 Exhibit L Reclamation Costs



# Reclamation Cost Summary

Site: Solberg Pit

## **TASK LIST**

<b>TASK</b>	<b>Description</b>	<b>Task Hours</b>	<b>Cost</b>
001C	Final shaping of perimeter slopes	12.00	\$ 2,028.48
002	Rip haul roads and scale house site	1.00	\$ 169.04
003	Backfill water ponds	86.04	\$ 14,544.95
005	Finish grade disturbed area	28.95	\$ 2,775.47
006	Distribute and grade topsoil	37.62	\$ 18,091.75
010	Reseed disturbed area	474	\$ 179,616.38
011	Remove scale house and scales from site*	4	\$ 13,961.90
012	Mobilize and demobilize	4	\$ 5,550.57

Hours Total: 647.61

Direct Costs Total: \$ 236,738.54

## **INDIRECT COSTS**

### OVERHEAD AND PROFIT

Liability insurance: 2.02% \$ 4,782.12

Performance bond: 1.05% \$ 2,556.78

Profit: 5% \$ 11,836.93

CONTRACT AMOUNT (DIRECT AND O&P) \$ 255,914.37

### LEGAL-ENGINEERING-PROJECT MANAGEMENT

Engineering work and/or contract/bid preparation 0.00% \$ -

Reclamation management and/or administration 4.50% \$ 11,516.15

**TOTAL BOND AMOUNT** \$ 267,430.51

\* Cost estimate based on subcontractor invoice at other mine site.

Task Description: Mobilize /Demobilize Task # 012  
 Site: Solberg Pit

EQUIPMENT TRANSPORT RIG COST

Rig Capacities:	0-25 Tons	26-50 tons	51+ tons
Unit Cost:	\$ 88.67	\$ 117.55	\$ 125.45

NON ROADABLE EQUIPMENT

Machine	Weight/Tons	Haul trip cost/hr/fleet	Return Trip cost/hr/fleet	DOT Permit cost/fleet
CAT D6	53.08	\$ 205.64	\$ 125.45	\$ 250.00
CAT 12M	16.01	\$ 112.15	\$ 88.67	\$ 250.00
CAT 950	20.13	\$ 184.07	\$ 88.67	\$ 250.00
Drill seeder	25	\$ 128.26	\$ 88.67	\$ -
Subtotal		\$ 630.12	\$ 391.46	\$ 750.00

ROADABLE EQUIPMENT

2500 gallon water truck	\$ 68.18	\$ 68.18
Fuel tanker	\$ 81.14	\$ 81.14
Lube truck	\$ 94.90	\$ 94.90
Flatbed truck	\$ 115.89	\$ 115.89
Subtotal	\$ 360.11	\$ 360.11

EQUIPMENT HAUL DISTANCE AND TIME

Phoenix 20 miles one-way  
 Average speed 40 mph

Transportation Cycle Time Hours

	Non-Roadable	Roadable
Haul time:	0.5	0.5
Return time:	0.5	0.5
Loading time:	0.5	NA
Unloading time:	0.5	NA
Subtotals:	2	1

Total Non-Roadable Cost: \$ 1,665.18

Total Roadable Cost: \$ 360.11

JOB TIME AND COST

Total time: 4

Total cost: \$ 5,550.57

Task Description: Reseed disturbed area Task # 010  
 Site: Solberg Pit

Reseeding Activity	Description	Cost/Acre
Hydroseeder		\$ 88.58

Seed Mix/Comon Name	Rate-PLS lbs/Acre	Cost/lb	Cost/acre
Western Wheatgrass	3.0	\$ 9.00	\$ 27.00
Intermediate Wheatgrass	2.5	\$ 2.85	\$ 7.13
Sideoats Grama	2.0	\$ 9.28	\$ 18.56
Blue Grama	0.5	\$ 5.27	\$ 2.64
Little Bluestem	1.0	\$ 12.00	\$ 12.00
Needlegrass	1.5	\$ 7.00	\$ 10.50
Hydrogreen	7.5	\$ 5.53	\$ 41.48
			\$ 119.30

Mulch

Hydromulch	30 40 lb bags/acre	\$ 550.00
------------	--------------------	-----------

**Job time and estimate**

No. of Acres	237
Cost/acre	\$ 757.88
Job Cost	\$ 179,616.38

Total Job Cost	\$ 179,616.38
Job Hours	474

Task Description: Distribute and grade topsoil Task # 006  
Site: Solberg Pit

HOURLY EQUIPMENT COST

Basic Machine:	<u>CAT 12M</u>	<u>C730 Truck</u>	<u>CAT 950 Loader</u>	<u>2500 gallon water truck</u>
Unit Cost/Hour:	<u>\$ 98.55</u>	<u>\$ 119.72</u>	<u>\$ 85.37</u>	<u>\$ 57.56</u>
		<u>180.06</u> LCY/Hr	<u>528.59</u> LCY/Hr	

MATERIAL QUANTITIES

Area:	<u>237</u> acres
Unit production:	<u>6.3</u> acre/hr
6 inches over 237 acres	<u>191180</u> LCY

JOB TIME AND COST

Fleet size:	1 grader, 2 trucks, 1 loader, 1, water truck
Fleet cost/hour:	\$ 480.92
Unit cost per acre:	\$ 76.34
Total job time:	37.62
Total job cost:	\$ 18,091.75



Task Description: Finish grade mine floor Task # 005  
Site: Solberg Pit

HOURLY EQUIPMENT COST

Basic Machine: CAT 12M  
Horsepower: 158  
Unit Cost/Hour: \$ 95.88

MATERIAL QUANTITIES

Area: 275 acres  
Unit production: 9.5 acre/hr

JOB TIME AND COST

Fleet size: 1 grader  
Unit cost: \$ 10.09  
Total job time: 28.95  
Total job cost: \$ 2,775.47

Task Description: Backfill water ponds  
Site: Solberg Pit

Task # 003

HOURLY EQUIPMENT COST

Basic Machine: CAT D6  
Horsepower: 310  
Unit Cost/Hour: \$ 169.04

MATERIAL QUANTITIES

Area: 3 acres  
Fill depth 8 feet  
Volume: 38,720 CY  
Unit production: 450 CY/hr

JOB TIME AND COST

Fleet size: 1 dozer  
Total job time: 86.04  
Total job cost: \$ 14,544.95

Task Description: Rip haul roads and scale house site  
Site: Solberg Pit

Task # 002

HOURLY EQUIPMENT COST

Basic Machine: Cat D6 with 3-shank ripper  
Horsepower: 310  
Unit Cost/Hour: \$ 169.04

MATERIAL QUANTITIES

Area: 0.75 acres  
Rip depth 0.5 feet  
Volume: 605 CY  
Unit production: 0.75 acre/hr

JOB TIME AND COST

Fleet size: 1 dozer  
Unit cost: \$ 225.39  
Total job time: 1.00  
Total job cost: \$ 169.04

Task Description: Final shaping of perimeter slopes  
Site: Solberg Pit

Task # 001C

HOURLY EQUIPMENT COST

Basic Machine: CatD6 Dozer  
Unit Cost/Hour: \$ 169.04  
Horsepower 310

MATERIAL QUANTITIES

Area: 3 acres  
Unit production: 0.25 acre/hr

JOB TIME AND COST

Fleet size: 1 bulldozer  
Unit cost: \$ 676.16  
Total job time: 12.00  
Total job cost: \$ 2,028.48



6.4.14 Exhibit N  
Source of Legal Right to Enter

**ADDENDUM NO. 3 TO SAND AND GRAVEL  
LEASE AGREEMENT**

This **ADDENDUM**, dated as of October 1st, 2020 is incorporated into and made a part of that certain **Sand and Gravel Lease Agreement** dated **June 1<sup>st</sup> 2006** by and between Pioneer Sand Company INC., a Colorado corporation ("Lessee"), and Solberg Gravel LLC, (collectively "Lessor") for the Premises described therein.

The lease is hereby amended to include the following provisions:

Parcel number for the original lease is NE ¼ and the E ½ of the NW ¼ Section 21 (80 acres)

It is agreed that the following Property, description W2NW4 Section 21-13-64 (80acres) shall be added to and included as part of the "Leased Premises" under the same terms and conditions as set forth in the original lease.

It is agreed there will be no increase in minimums.

In case of conflict between the provisions of this Addendum and the provisions of the lease, the provisions of this Addendum shall govern.

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

Lessee

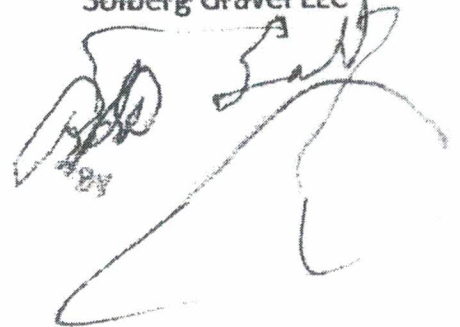
Pioneer Sand Company Inc.



By

Lessor

Solberg Gravel LLC



6.4.15 Exhibit O  
Owners of Record of Affected Land (Surface Area) And  
Owners of Substance to be Mined

### **SPECIAL WARRANTY DEED**

THIS DEED is made effective as of the 15<sup>th</sup> day of January, 2021, by and among **Linda B. Solberg ("Grantor")**, whose address is 2105 East Rosemonte Drive, Phoenix, Arizona 85204 and **Solberg Gravel, LLC**, a Colorado limited liability company, whose address is 13745 Garrett Road, Peyton, Colorado 80831 ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 U.S. Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso, State of Colorado, described as follows:

**The Northwest 1/4 of the Northwest 1/4 of Section 21, Township 13 South, Range 64 West of the 6th P.M., El Paso County, Colorado;**

**The Southwest 1/4 of the Northwest 1/4 of Section 21, Township 13 South, Range 64 West of the 6th P.M., El Paso County, Colorado;**

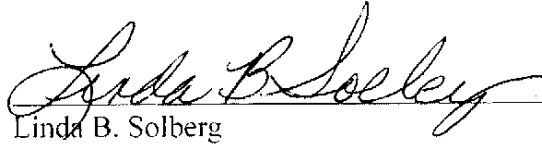
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and its assigns forever. The Grantor, for its heirs and personal representatives, successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee and its assigns, against all and every person or persons claiming the whole or any part thereof by, through, or under the Grantor, except those encumbrances recorded of public record.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed effective as of the date set forth above.

  
Linda B. Solberg

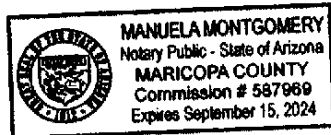
STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )


The above and foregoing instrument was subscribed and sworn to before me this 22<sup>nd</sup> day of January, 2021, by Linda B. Solberg.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 09/15/2024

[SEAL]



  
[Notary Public]

6.4.17 Exhibit Q  
Proof of Mailing of Notices to County Commissioners  
and Soil Conservation District

NOTICE OF FILING APPLICATION  
FOR COLORADO MINED LAND RECLAMATION PERMIT  
FOR REGULAR (112) CONSTRUCTION MATERIALS EXTRACTION OPERATION

NOTICE TO THE BOARD OF COUNTY COMMISSIONERS

El Paso COUNTY

Solberg Gravel LLC (the "Applicant/Operator") has applied for a Regular (112) reclamation permit from the Colorado Mined Land Reclamation Board (the "Board") to conduct the extraction of construction materials operations in El Paso County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining, and Safety (the "Division") and the local county clerk and recorder.

The applicant/operator proposes to reclaim the affected land to rangeland use. Pursuant to Section 34-32.5-116(4)(m), C.R.S., the Board may confer with the local Board of County Commissioners before approving of the post-mining land use. Accordingly, the Board would appreciate your comments on the proposed operation. Please note that, in order to preserve your right to a hearing before the Board on this application, you must submit written comments on the application within twenty (20) days of the date of last publication of notice pursuant to Section 34-32.5-112(10), C.R.S.

If you would like to discuss the proposed post-mining land use, or any other issue regarding this application, please contact the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567.

**NOTE TO APPLICANT/OPERATOR:** You must attach a copy of the application form to this notice. If this is a notice of a change to a previously filed application you must either attach a copy of the changes, or attach a complete and accurate description of the change.

7018 1130 0000 4537 2334

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For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
<b>OFFICIAL USE</b>	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage	\$
Sent To	El Paso County Commissioners
Street and Apt.	2880 International Circle #110
City, State, ZIP	Colorado Springs, CO 80910
PS Form 3800, <small>Use Reverse for Instructions</small>	

Postmark  
NOV 16 2021



NOTICE OF FILING APPLICATION  
FOR COLORADO MINED LAND RECLAMATION PERMIT  
FOR REGULAR (112) CONSTRUCTION MATERIALS EXTRACTION OPERATION

NOTICE TO THE BOARD OF SUPERVISORS  
OF THE LOCAL CONSERVATION DISTRICT

El Paso County DISTRICT

Solberg Gravel LLC (the "Applicant/Operator") has applied for a Regular (112) reclamation permit from the Colorado Mined Land Reclamation Board (the "Board") to conduct the extraction of construction materials operations in El Paso County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining, and Safety (the "Division") and the local county clerk and recorder.

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7018 1130 0000 4537 2341

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For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Post	\$
Sent To	
Street and	
City, State,	
PS Form 3800, April 2019 PSN 7530-02-000-9047 See Reverse for Instructions	

NOV 16 2021  
Postmark Here

El Paso County Conservation District  
5610 Industrial Place #100  
Colorado Springs, CO 80916



6.4.18 Exhibit R  
Proof of Filing with County Clerk and Recorder

I Bow Blaine, of El Paso County Clerk and Recorder's Office located at 1675 W. Garden of the Gods Road, Suite 2201, Colorado Springs, CO 80907 received from Angela Bellantoni of Pioneer Sand Company the CO Division of Reclamation Mining and Safety amendment application for the Solberg Pit on behalf of Pioneer Sand Company.

Bow Blaine  
El Paso County representative's signature

11-16-21  
Date

1675

6.4.19 Exhibit S  
Permanent Man-Made Structures  
Within 200 Feet of Affected Area

The structures are within 200 ft. of the proposed 80-acre parcel boundary.

<b>Structure Description</b>	<b>Structure Owner</b>	<b>Date Structure Agreement Executed</b>
Residential structure	Robert Solberg	November 12, 2021
Residential structure	Matthew Mobley	November 12, 2021
Utility poles	Solberg Gravel LLC	August 14, 2014

An example Structure Agreement which meets the requirements of the Statutes is shown below.

\*\*\*\*\*

## **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:**

- Residential structures
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_

*(Please list additional structures on a separate page)*



### CERTIFICATION

The Applicant, Solberg Gravel LLC (print applicant/company name),  
by Robert Solberg (print representative's name), as Owner (print  
representative's title), does hereby certify that Robert Solberg (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 Solberg Pit (operation name),  
File Number M-1981-044.

*This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its  
authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and  
the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations.  
Any alteration or modification to this form shall result in voiding this form.*

### NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Applicant Solberg Gravel LLC Representative Name Robert Solberg

Date 11-12-2021 Title President

STATE OF Colorado )

COUNTY OF El Paso ) ss.

The foregoing was acknowledged before me this 12th day of November, 2021, by  
Robert Solberg as President of Solberg Gravel LLC.

[Signature]  
Notary Public

My Commission Expires: 1/20/2024

**LINDSEY LAWSON-PREISSER**

**NOTARY PUBLIC**

**STATE OF COLORADO**

**NOTARY ID 20124002766**

**My Commission Expires 01-20-2024**

**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner Robert Solberg Name [Signature]

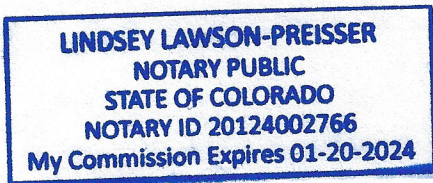
Date 11-12-2021 Title Owner

STATE OF Colorado )

COUNTY OF El Paso ) ss.

The foregoing was acknowledged before me this 12th day of November, 2021, by  
Robert Solberg as Owner of the Structure.

[Signature] My Commission Expires: 1/20/2024  
Notary Public





An example Structure Agreement which meets the requirements of the Statutes is shown below.  
\*\*\*\*\*

### 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:**

Residential structures

1. \_\_\_\_\_
2. 13765 Garrett Rd Peyton CO 80831
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

(Please list additional structures on a separate page)

**CERTIFICATION**

The Applicant, Solberg Gravel LLC (print applicant/company name),  
by Robert Solberg (print representative's name), as Owner (print  
representative's title), does hereby certify that Matthew Mobley (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 Solberg Pit (operation name),  
File Number M-1981-044.

*This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its  
authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and  
the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations.  
Any alteration or modification to this form shall result in voiding this form.*

**NOTARY FOR PERMIT APPLICANT**

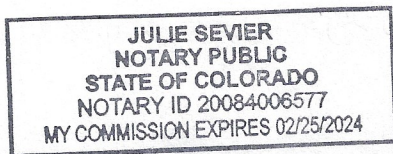
ACKNOWLEDGED BY:

Applicant Solberg Gravel LLC Representative Name Robert Solberg  
Date 11-17-21 Title President

STATE OF CO )  
 ) ss.  
COUNTY OF El Paso )

The foregoing was acknowledged before me this 17 day of November, 2021, by  
Robert Solberg as President of Solberg Gravel LLC.

Julie Sevier  
Notary Public My Commission Expires: 2-25-24





**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner [Signature] Name Matthew Mobley

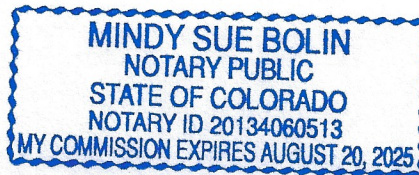
Date 11-12-21 Title Owner

STATE OF Colorado )  
 ) ss.

COUNTY OF El Paso )

The foregoing was acknowledged before me this 12 day of November, 20 21, by  
Matthew Mobley as owner of Structure

Mindy Sue Bolin My Commission Expires: August 20, 2021  
Notary Public



**SOLBERG GRAVEL, LLC**  
**13745 GARRETT ROAD**  
**PEYTON, COLORADO 80931**

August 14, 2014

Joe Kraig  
Pioneer Sand Company, Inc.  
PO Box 7650  
Colorado Springs, Colorado 80933

Re: Power Transmission Line Easement

Dear Joe:

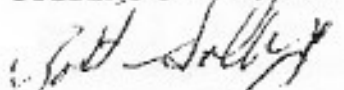
As we discussed, Solberg Gravel has been asked to grant an easement for the erection, installation and maintenance of certain electric power line transmission facilities along the southern boundary ("Southern Easement") and a portion of the eastern boundary of the property ("Eastern Easement") subject to the Sandpit Lease Agreement dated May 2006 between Solberg Gravel, LLC and Pioneer Sand Company, Inc., as amended ("Sand Pit Lease"), as such easement is more specifically described and depicted in the Option for Transmission Easement Agreement and Transmission Easement attached as Schedule A (such easement and agreement, collectively, the "Easement").

Pioneer hereby consents to the Easement and agrees that the Sand Pit Lease shall be subordinate to the Easement. To the extent of any inconsistency, the terms of the Sand Pit Lease shall be deemed amended by the Easement. The parties affirm the terms of the Sand Pit Lease, which shall otherwise remain unmodified and in full force and effect. In consideration of the foregoing, Solberg Gravel shall pay Pioneer the sum of \$40,000 for the Southern Easement and an additional \$10,000 for the Eastern Easement promptly following its receipt of such amounts upon exercise of the Option under the Easement.

Please confirm your agreement to the foregoing by signing where indicated below.

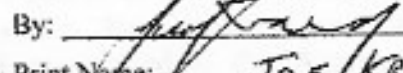
Regards,

SOLBERG GRAVEL, LLC

  
Robert A. Solberg, Manager

AGREED AND ACKNOWLEDGED:

PIONEER SAND COMPANY, INC.

By:   
Print Name: JOE KRAIG  
Its: PRESIDENT

2004829893\_2

this clause.

(d) Right to Grant Option. Grantor warrants and represents to Grantee that: (i) Grantor holds fee simple title to all of the Property; (ii) Grantor has the authority to

2. **Grant.** Upon exercise of the Option by Grantee, effective as of the Commencement Date and otherwise subject to the terms and conditions of this Agreement, Grantor does hereby grant, bargain, sell and convey unto Grantee, a permanent, perpetual, and exclusive, as to third parties other than the Grantor and its tenants and their respective invitees and their activities (as described in Subsection 2(iii) below) within the Gravel Extraction Area, easement (the "**Easement**") on, over, under, through, across, along and in the Easement Area for the purposes of erecting, constructing, repairing, replacing, relocating, improving, enlarging, removing, maintaining and utilizing, from time to time, a line of towers and/or poles of mono-pole design, with such wires and/or cables, for the transmission of electrical energy and all necessary and proper foundations, footings, guys, cross arms and other appliances, facilities, appurtenance and fixtures for use in connection therewith (collectively, the "**Facilities**") on, over, under, thru, across, along and in the Easement Area, subject to all applicable laws and regulations, together with (i) the right of reasonable ingress to and egress from the Facilities over and along the Property by means the existing Garrett Road access and roadway located between Section 20 and 21; (ii) a temporary non-exclusive easement along and under that portion of the Property comprising the fifty (50) feet adjacent to and along the entire boundary of the Easement Area during the initial construction and installation of the Facilities (the "**Construction Easement**"), which area Grantee shall restore to its pre-existing condition in accordance with this Agreement no later than ninety (90) days after the expiration of the Construction Easement at Grantee's sole cost and expense. Unless otherwise extended by the Parties in writing, the Construction Easement will expire automatically and without further action by any Party two (2) years after the Commencement Date.

Grantor and Grantee agree that:

(i) The Easement Area, as depicted on the **Exhibit B** to this Agreement, shall not exceed one hundred feet (100') in width except where appurtenances to the Facilities (for example, supporting guy wires) are constructed, in which case the Easement width in such areas may be extended up to an additional Seventy-Five Feet (75') in width, and in the area of a transmission line corner or turn, the Easement width may be extended up to an additional One Hundred and Twenty-Five Foot (125') radius from the pivot point/point of the intersection of such corner or turn in the transmission line.

(ii) In the area of corners and turns in the transmission line and appurtenances to the Facilities, the Construction Easement shall extend in such areas, up to an additional Three Hundred Feet (300') radius from the pivot point of any such corner or turn on, over, under, through and along Grantor's adjacent lands.

(iii) Grantor, and its tenants, sub-tenants and licensees, shall have the right to surface mine the North and/or West thirty five feet (35') of Grantor's Property within the Easement Area, as reflected in the attached Exhibit B-1 ("**Gravel Extraction Area**"), such surface mining consisting of the removal of any and all earth materials, including minerals, rocks, sand, gravel and soil, provided, however, that in no event shall such removal of earth materials be conducted at a depth exceeding the elevation of a slope falling at a maximum 3:1 (horizontal to vertical) ratio away from the South and/or East boundaries of the Gravel Extraction Area. Grantor shall not otherwise



change the grade or conduct surface mining outside of the Gravel Extraction Area within the Easement Area without Grantee's prior written permission, which shall not be unreasonably withheld, conditioned or delayed, provided that Grantor shall provide Grantee with thirty (30) days advance notice of any such proposed surface mining activity, together with Grantors detailed plans for the proposed surface mining activity, which plans shall be consistent with applicable federal state and local laws, ordinances and regulations, and sound engineering and safety principals. Grantee's Easement Area shall not be blocked at any time.

3. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever on the Property upon or adjacent to the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to the Facilities or its rights hereunder. Grantee will provide Grantor with at least twenty-four (24) hours prior notice of any such intended cutting, pruning or foliage or vegetation removal activities, except in the event of an emergency, in which case Grantee will notify Grantor within twenty-four (24) hours of the conduct of such activity. Subject to the rights of Grantor and its tenants in the Property, including their respective activities in the Gravel Extraction Area as such activities are described in Section 2(iii) above, Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or interfering with Grantee's permitted use of the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion. Grantee shall not construct, install or permit to be constructed or installed within the Easement Area any buildings, storage cabinets or sheds without Grantor's express, written consent. Grantee agrees to provide Grantor with at least twenty-four (24) hours prior notice of the commencement of any construction activities on the Easement Area.

4. **Termination.** Grantee shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement following such termination, effective upon thirty (30) days' prior written notice given by Grantee to Grantor. Upon termination of this Agreement, Grantee shall have one hundred eighty (180) days after the effective date of such termination, to enter upon the Property, remove all Facilities constructed within the Easement Area and remediate any damage to the Property caused by the removal of the Facilities. In the event that Grantee fails to do so, Grantor shall have all rights at law or in equity, including the right to retain all such equipment and Facilities. Within thirty (30) days following Grantee's termination of this Agreement, Grantee agrees to record a Notice of Termination in the County in which the Property is located. Notwithstanding any other provision of this Agreement, if the Facilities have not been installed and become operational (i.e., transmitting electricity) no later than five (5) years after the Commencement Date, the Easement shall automatically and without further action by any Party expire, terminate and be of no further force and effect.

5. **Assignment; Mortgage Rights.**

(a) Grantee, without Grantor's consent or approval, shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Facilities (collectively, its "**Facilities Assets**"). These various security interests in all or a part of the Facilities Assets are collectively referred to as "**Mortgage**" and the holders of the Mortgages, their designees and assigns are referred to as "**Mortgagee**". Grantee shall also have the right without Grantor's consent to sell, convey, lease, or assign all or any portion of its Facilities Assets on either an exclusive or a non-exclusive basis, or to grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any Assignee or Mortgagee shall agree in writing to be bound by the terms of this Agreement, copies of which shall be provided promptly to Grantor. Grantee shall notice Grantor in advance in writing of any such financing and/or assignment and include the name and address of each Mortgagee and/or Assignee.

(b) Assignees and Mortgagees shall use the Facilities Assets only for the uses permitted under this Agreement. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Grantor is only required to give notice to a Mortgagee of which it has written notice and only at that address, or other address provided in writing. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to timely exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without approval of Grantor.

6. **Indemnification and Insurance.** Grantee shall maintain liability insurance insuring Grantee and Grantor against loss caused by Grantee's use of the Property. The amount of insurance shall be not less than \$3,000,000.00 of combined single limit liability coverage and Grantee shall review the coverage amount every five (5) years to determine if coverage needs to be increased. The insurance is to be placed with insurers with a Best's rating of no less than A- and the insurer shall be authorized to provide insurance in Colorado. Such policy shall be endorsed to identify Grantor as an additional insured, and to provide that the policy shall not be materially altered or cancelled without at least thirty (30) days prior notice to Grantor. Grantee shall provide Grantor with an ACORD or similar certificate evidencing such insurance and endorsements within thirty (30) days following the Grantor's execution of the Agreement and thereafter, upon receiving a written request from Grantor. Grantee shall indemnify, hold harmless, and at its expense defend Grantor, its agents, and employees, as well as any tenant that is leasing the Property, against liability for injuries and claims for direct damage arising out of this Agreement, except to the extent that they are caused by intentional acts or negligence of Grantor, its agent, and employees.

7. **Hazardous Material.** Grantor represents and warrants that, to the best of Grantor's actual knowledge: (a) the Property is not and has not been in violation of any federal, state or local environmental laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Grantor has not received any notice or other communication from any governmental authorities alleging that the Easement Area is in violation of any Environmental Laws; and (b) no underground storage tanks and no Hazardous

Materials are or were located on the Property during or prior to Grantor's ownership of the Property (other than petroleum products used in the ordinary course of business on the Property and in conformance with applicable Environmental Laws). "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Grantor shall not violate in a material way any Environmental Law relating to the Property. Grantee shall not import Hazardous Materials on the Property, but in the event that it is directly responsible for Hazardous Materials on the Property, Grantee shall remediate such Hazardous Materials in accordance with Environmental Laws.

8. **Due Care.** Grantee shall utilize due care in the exercise of rights granted to Grantee in this Agreement. Grantee shall comply with all applicable laws, ordinances and regulations when exercising its rights under this Agreement, including securing all necessary governmental approvals and permits to conduct Grantee's operations on the Easement Area. Grantee shall not engage in any illegal activity on the Easement Area or Property, nor shall Grantee commit waste or create a nuisance on the Easement Area or Property. Damages to the Property resulting from Grantee's failure to exercise such due care shall be reasonably repaired by Grantee at the expense of the Grantee. Crop damage, if any, shall be compensated to Grantor pursuant to the "Crop Compensation" paragraph existing within the "Compensation" section of this Agreement, attached and incorporated hereto as **Exhibit D** (The Parties mutually agree that such "Compensation" section attached and incorporated hereto as **Exhibit D** is confidential and is not to be recorded in public records). Upon completion of construction of the Facilities and upon termination of this Agreement, all areas on the Property that were disturbed by Grantee and not required for continuing operation of the Facilities shall be restored to a condition reasonably similar to its original condition, subject to Grantee's rights under this Agreement. In the case of grassland damaged by Grantee's construction activities, the damaged area will be reseeded as directed by Grantor and in accordance with all applicable laws, regulations and permits, including any and all mining permits affecting the Property, and otherwise with grass seeds recommended by either the Natural Resources Conservation Service ("**NRCS**") office located in the County in which the Property is located, or the Colorado State University Extension Office ("**CSU**") located in the County in which the Property is located. Such reseeded shall occur in accordance with all the laws, regulations and permits and otherwise as recommended by NRCS or CSU, at no cost to Grantor, and reseeded shall continue until the damaged native grass area has been fully reseeded and reclaimed. Notwithstanding the foregoing, Grantee's obligation to continue reseeded shall expire five (5) years from the date of the completion of construction or completion of each use of the Construction Easement or the last maintenance activity by Grantee. To the extent reasonably possible, all topsoil and subsoil excavated from the Property will be reserved and replaced on the Easement Area after completion of construction of the Facilities.

9. **Taxes.** Grantee shall pay any increase in the real property taxes on the Property that is directly attributable to the installation of Facilities. If the Facilities are subject to real property taxes, Grantee shall request that the Facilities be separately assessed and that taxing authorities bill Grantee directly for taxes attributable to the Facilities. Grantee shall not be liable for taxes attributable to facilities installed by Grantor or others on the Property.

10. **Default and Remedies.** Subject to the provisions of Section 5, Grantor shall



have the right to terminate this Agreement where: (a) a material default in the payment by Grantee under this Agreement shall have occurred and remains uncured; (b) Grantor simultaneously gives Grantee and all required Mortgagees and Assignees written notice of the default setting forth in reasonable detail the facts pertaining to the default and specifying the required remedy; and (c) the default shall not have been remedied within thirty (30) days after Grantee, or within seventy-five(75) days in the case of all required Assignees and Mortgagees, receives the written notice. Except as specifically allowed by this Section 10, this Agreement shall not be terminable by Grantor under any circumstances. Grantor's sole remedy for Grantee's breach of its duties under this Agreement (except its duty to timely pay and failure to timely fulfill its removal obligations after termination under Section 4) shall be an action at law or in equity for money damages or specific performance. In no event shall Grantor or its agents or employees be liable for damages, costs, losses or expenses in excess of the consideration actually received by Grantor under this Agreement, except in the event of direct damages caused by the gross negligence or intentional conduct of Grantor or its agents.

11. **Notices.** All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered to Grantor or Grantee, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed to the addresses set forth in the Preamble. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph. Upon receiving a written request from Grantor, Grantee shall provide Grantor with the name and phone number of a local contact representing Grantee to address issues relating to the Facilities.

12. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of both Grantor and Grantee, and their respective heirs, successors and assigns, and shall be deemed a covenant running with the land for all purposes.

13. **Governing Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in the County in which the Property is located. **EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY AND SPECIFICALLY AGREES THAT TRIAL OF SUITS OR CAUSES OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE TO THE COURT.** In the event of litigation between Grantor and Grantee, the prevailing party shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and expenses, including court costs.

14. **Counterparts.** This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

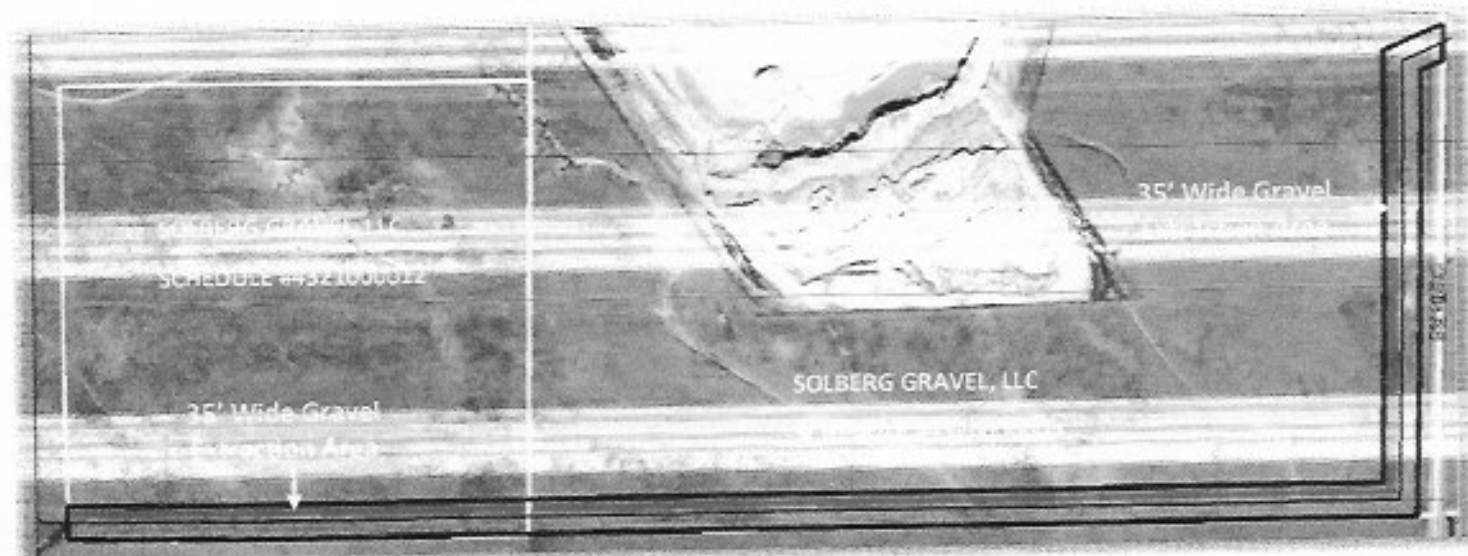
15. **Confidentiality.** The Compensation provisions contained in the attached **Exhibit D** to this Agreement, as well as any records, tests, studies and any other documentation provided to Grantor pursuant to Section 1(c) above, are confidential and shall not be disclosed to anyone other than to Grantor's Family. For purposes of this Agreement, "**Family**" shall be deemed to include all immediate family members of Grantor and its individual members, devisees or descendants of owner by will or intestacy, Grantor's attorney, accountant, financial advisor and any existing or prospective mortgagee, lessee, or purchaser for the sole



### EXHIBIT B-1

#### Gravel Extraction Area

The proposed Gravel Extraction Area consists of the North and/or West 35 feet of the 100 foot wide Easement Area described/depicted in Exhibit B, and is depicted on the aerial photograph below, subject to the safety guidelines and maximum slope restrictions specified in Section 2 (iii).



## Addendum 1

### Proof of Posting Property

This site is the location of an existing mine operation. Solberg Gravel LLC whose address and phone number is 13745 Garrett Road, Peyton, CO 80831; (719) 683-3198 has applied for an amendment to the 112 reclamation permit with the Colorado Mined Land Reclamation Board. Anyone wishing to comment on the application may view the application at the El Paso County Clerk's Office at 1675 W. Garden of the Gods Road, Suite 2201, Colorado Springs, CO 80907 and should send comments prior to the end of the public comment period to the Division of Reclamation, Mining and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203.

Certification:

I, Angela Bellantoni, hereby certify that I posted a sign containing the above notice for the proposed permit area known as the (Name of Operation) Pioneer Sand Co, on (Date Posted) November 16, 2021

Angela Bellantoni  
SIGNATURE

November 16, 2021  
DATE