January 26, 2022

Sent via email to: tabetha.lynch@state.co.us

Attn: Tabetha Lynch, Environmental Protection Specialist
Minerals Regulatory Program
Colorado Division of Reclamation, Mining and Safety
Department of Natural Resources
1313 Sherman Street, Rm. 215
Denver, CO 80203

Re: Applicant's Response to Adequacy Review
Sanders Pit, File No. M-2021-066 (110c Construction Materials Application)

Dear Tabetha:

On behalf of Tara Sanders, the Applicant, we hereby provide the Applicant's responses to the DRMS Adequacy Review letter dated December 20, 2021. Below, we have copied the text of each issue identified in the Adequacy Review. The Applicant's responses are provided in blue below each issue.

GENERAL APPLICATION PROCEDURES

1. The Division received the following comments for this application;

Scott Eckbury received 12/9/2021
Email from Routt County received 12/8/2021
History Colorado letter received 12/7/2021
Clay Meyer letter received 12/7/2021
Colorado Cattlemen's Agricultural Land Trust comment received 12/1/2021
Corp of Engineers letter dated 11/26/2021
Arie Hoogendoorn letter received 11/17/2021

[…] Please inform the Division how the Applicant intends to address the issues raised by the Objectors and make changes to the application as necessary.

Applicant's Response: The purpose of this application is to ensure that the site is reclaimed at the completion of mining. Any issues raised in the objection/comment letters which are not addressed by the Applicant in its Application, as amended, in accordance with the Rules, are believed to be not jurisdictional to this application. Some of these issues may be better addressed at the county level or privately. Such extra-jurisdictional issues include but are not limited to

Kent Holsinger, *Manager*
Jack Silver, *Of Counsel*
David L. Kueter, *Of Counsel*
Terry Jo Epstein, *Of Counsel*

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Holsinger Law, LLC

impacts on viewshed, noise, property values, effects on nearby conservation easements, zoning, need for the permit, etc.

The applicant believes Routt County's comments, requesting a condition be placed on the permit requiring applicant to obtain a special use permit, to be redundant but will not object if the Division chooses to attach such a condition to the approval of this application. Furthermore, prior to submitting its DRMS application, Applicant submitted applications to Routt County for both a special use permit and a grading and excavating permit and has been actively working with the County to accomplish related requirements.

The concerns over the access road/easement are addressed under No. 4 below.

2. In the application document under "Responsibilities as a Permittee" Please note that item number 10 only applies "For joint venture/partnership permittee" and should not be initialed for this application.

Applicant's Response: Noted.

EXHIBIT A – Legal Description and Map (Rule 6.3.1)

3. A map is required to delineate the coordinates of the entrance to the site and Exhibit A maps should have a north arrow. Please revise a to include the four boundary corner coordinates of the entrance. The Division notes that these coordinates are provided in the text of the application, however these coordinates should be shown on a map.

Applicant's Response: While Rule 6.3.1 does not specify that the Exhibit A maps (Index Maps) must include a north arrow or the entrance coordinates, Applicant has revised Exhibits A-1 and A-4 to include north arrows (approximated). Exhibits A-2 and A-3 already include a north arrow at the bottom of the page. Exhibit A-2 has been revised to include the main entrance coordinates. Lastly, as ownership of an adjacent property changed after Applicant prepared the application, Exhibit A-4 has also been updated to show this change (North Forty Fence Company, LLC changed to Shred Arc LLC).

4. Please specify ownership of the access road, and address comments received in relation to right of entry on the access road.

Applicant's Response: The Agreement for Access and Utility Easement and Improvements dated June 10, 2005 and recorded June 23, 2005 at Reception No. 620829 in the records of the Clerk and Recorder of Routt County and the Certificate of Correction dated August 31, 2005 and recorded December 20, 2005 at Reception No. 630837 in the records of the Clerk and Recorder

of Routt County (Exhibit A-5 to the original Application) provides access sufficient for Applicant's intended purposes.

5. Please resubmit Exhibit A-5, which is the "Agreement for access and utility easement and improvement". Not all pages provided to the Division are legible.

Applicant's Response: A new Exhibit A-5 is submitted with this response.

EXHIBIT B – Site Description

6. Please locate the permit boundary on the soils map, and identify the soil units within the permit boundary.

Applicant's Response: The approximate location of the Extraction Site has been marked on the Soils Map on Page 9 of the Soils Report. The affected soil units have likewise been identified on the Soils Map contained within the Soils Report (Exhibit B-2).

EXHIBIT C - Mining Plan (Rule 6.3.3)

7. Please identify/clarify which areas within the permit boundary are included in Phase I, which note 12 inches of topsoil will be stripped, and where that stripping switches to 22 inches.

Applicant's Response: The boundary of Phase 1 is the entire area inside the pink outline on the original Exhibit C-1 (Phase 1 Mining Plan Map).

The approximate areas from which Applicant will remove 12 inches and 20 inches of topsoil during Phase 1 are marked on the updated Exhibit C-1. These areas basically correlate with the soil type boundaries outlined in the soils report. The Rogert gravelly loams (114)(12 inches) are present on side slopes and the Lintum loams (50E)(20 inches) are located in the upland areas.

8. Please provide additional detail on the dimensions of the proposed sediment pond to ensure the pond is an appropriate size for the area of runoff and to allow the Division to calculate the reclamation cost of the pond.

Applicant's Response: It would be more accurate to refer to the sediment pond as a sediment trap. The approximate size of the sediment trap will be: 1,957 ft^2 (if only Phase 1 is mined) or 5756 ft^2 (if Phase 2 is also mined). The trap will be excavated to an approximate total depth of three feet, of which approximately 6-12 inches will be coarse material across the flat bottom of the sediment trap to allow for stormwater to infiltrate within 72 hours of a storm event. A small berm (12-18 inches high) will be constructed around the south and west sides of the trap which

will funnel water to a 25-foot section of the berm which will be coarse rock construction and located in the southwest corner of the trap. This will impede runoff and allow water to safely exit the trap at the southwest corner if it fills to capacity during a storm event. Exhibit C-3 has been updated with this clarifying information. Exhibits C-1 and C-2 have also been updated with the approximate dimensions.

9. Please identify ownership and minerals owners on the mine plan maps in Exhibit C.

Applicant's Response: Landownership of the Subject Property and of the immediately adjacent properties is identified on Exhibit A-4.

With regard to ownership of minerals on the Subject Property, sand and gravel is appurtenant to the surface of the property. It is unrelated to, and separate and apart from, subsurface minerals. Therefore, pursuant to the Special Warranty Deed attached to the Application as Exhibit G-2, Tara Sanders Sole Proprietor 401(k) PSP, the surface owner, owns, and has all rights to mine, sand and gravel on the Subject Property. *See Farrell v. Sayre*, 129 Colo. 368 (1954) (Sand and gravel constitute the surface of the land such that a mineral reservation does not reserve sand and gravel). Furthermore, according to the Routt County Assessor, these minerals were joined with the surface in 2002. Exhibits C-1 and C-2 have been revised to specify that Tara Sanders Sole Proprietor 401(k) PSP, as the Subject Property owner, also owns the minerals to be mined.

EXHIBIT D - Reclamation Plan (Rule 6.3.5):

10. Please provide the size and depth of the proposed graveled area at reclamation vs the area planned to be topsoiled and seeded. Please also specify if the gravel to be used for reclamation will be stockpiled from gravel on site or if this will be purchased and brought to the site. Please make any required updates to the reclamation cost estimate using these dimensions.

Applicant's Response: The only area within the Extraction Site proposed to be graveled at reclamation will be the Potential Building/Equipment Storage Site. If only Phase 1 is mined, the approximate size of the proposed graveled area at reclamation will be 36,618 ft^2. If Phase 2 is also mined, the approximate size of the proposed graveled area at reclamation will be or 87,120 ft^2.

Gravel depth across the Potential Building/Equipment Storage Site will be approximately 6 inches. Any gravel to be used at the Extraction Site will be from the site.

If only Phase 1 is mined, the approximate size of the area to be topsoiled and seeded will be approximately 3.70 acres (minus the Phase 1 sediment trap, which straddles the graveled and topsoiled/seeded areas). If Phase 2 is also mined, the approximate size of the area to be topsoiled

and seeded will be 8.82 acres (minus Phase 2 sediment pond, which straddles the graveled and topsoiled/seeded areas).

Based on this response, the applicant does not believe the reclamation cost estimate needs to be revised.

11. The Division will calculate the total required financial warranty for the site following the responses to this adequacy letter. A copy of the Division reclamation cost summary will be forwarded to you for review prior to the decision date or the Division will accept the reclamation cost estimate you provided in Exhibit D. *No response is needed.*

EXHIBIT L – Man Made Structures:

12. The Applicant has identified there are two structures located within 200 feet of the permit boundary and both are owned by the Applicant. However, Tara Sanders (induvial) is the applicant and Tara Sanders Sole Proprietor 401k PSP is the landowner. In accordance with Rule 6.3.7, the Applicant has provided a legal right to enter document whereas Tara Sanders Sole Proprietor 401k PSP has given Tara Sanders (induvial) the legal right to enter the property to conducting mining and reclamation. Per Rule 6.3.12(a) Please 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 comply with Rule 6.3.12 regarding these structures. Please also update Exhibit B in accordance with Rule 6.3.2(b) to reflect the ownership of these structures.

Applicant's Response: Exhibits B and L specify that the two structures located within 200 feet of the permit boundary are owned by the "Applicant/Owner of the Subject Property." Exhibits B and L have been revised to state that the structures are owned by the "Owner of the Subject Property."

Exhibit L-1, the executed/notarized structure agreement between Tara Sanders Sole Proprietor 401(k) PSP and Tara Sanders, has been added.

Lastly, Exhibit A-2 has been further updated to include the approximate location of the livestock fences.

Please advise as to any other information needed.

Thank you,

HOLSINGER LAW, LLC

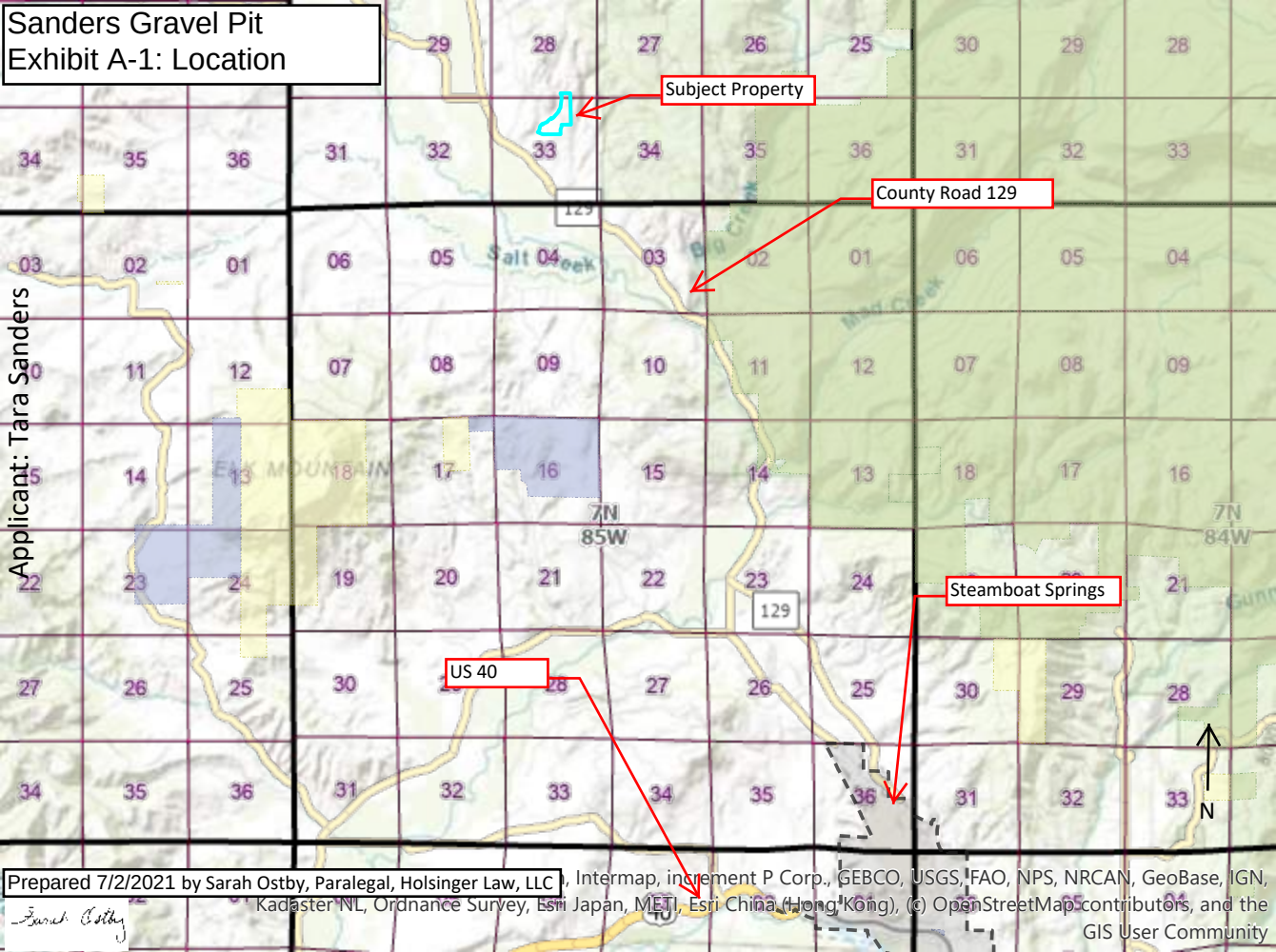
Holsinger Law, LLC
lands, wildlife and water law

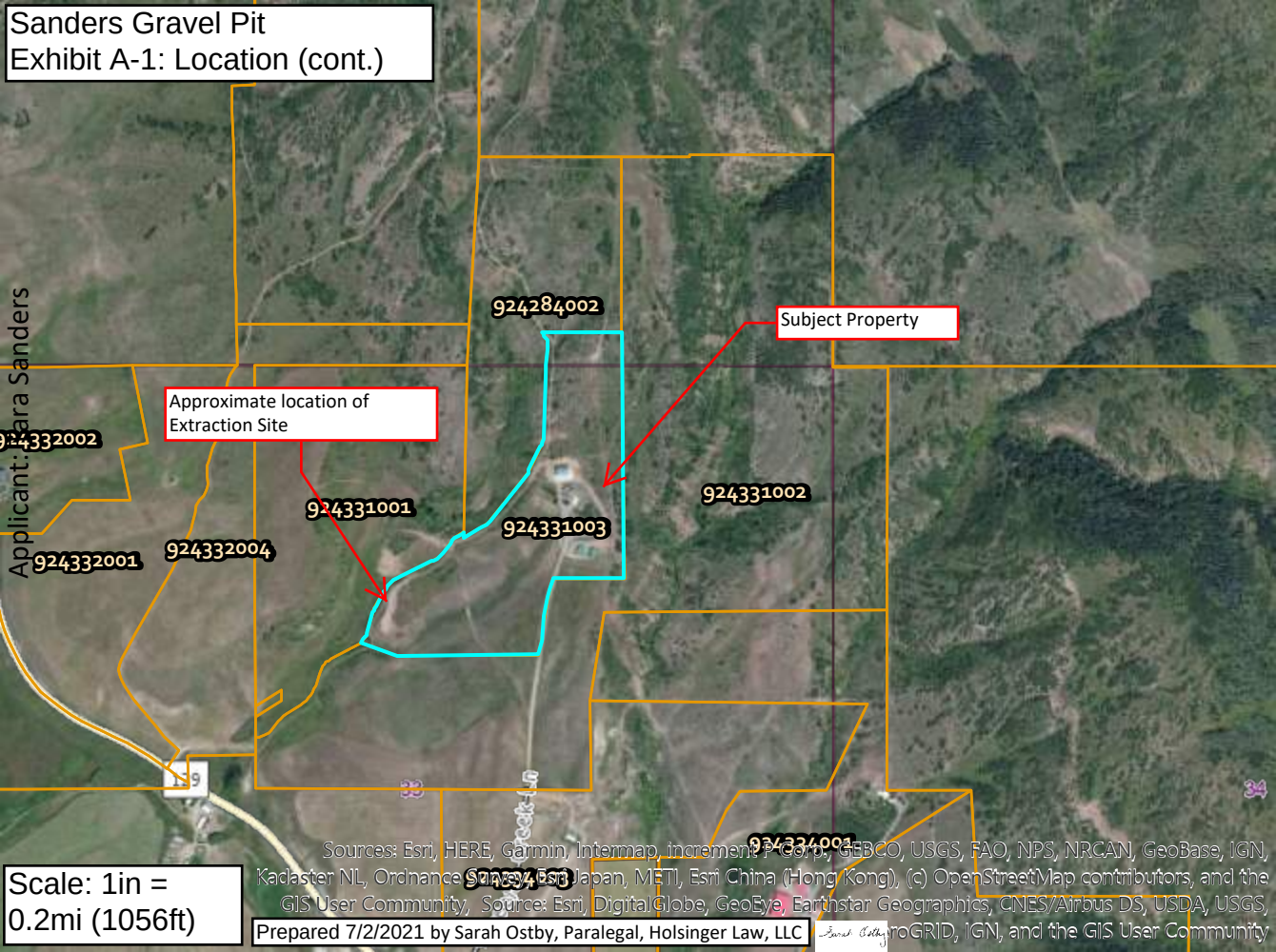
Kent Holsinger

Encl.

Exhibits A-1, A-2, A-4 (updated);
Exhibit A-5 (updated);
Exhibit B (updated);
Exhibit B-2 (updated);
Exhibit C-1 (updated);
Exhibits C-2 and C-3 (updated); and
Exhibits L (updated) and L-1 (new).

cc: Tara Sanders
Tony Waldron

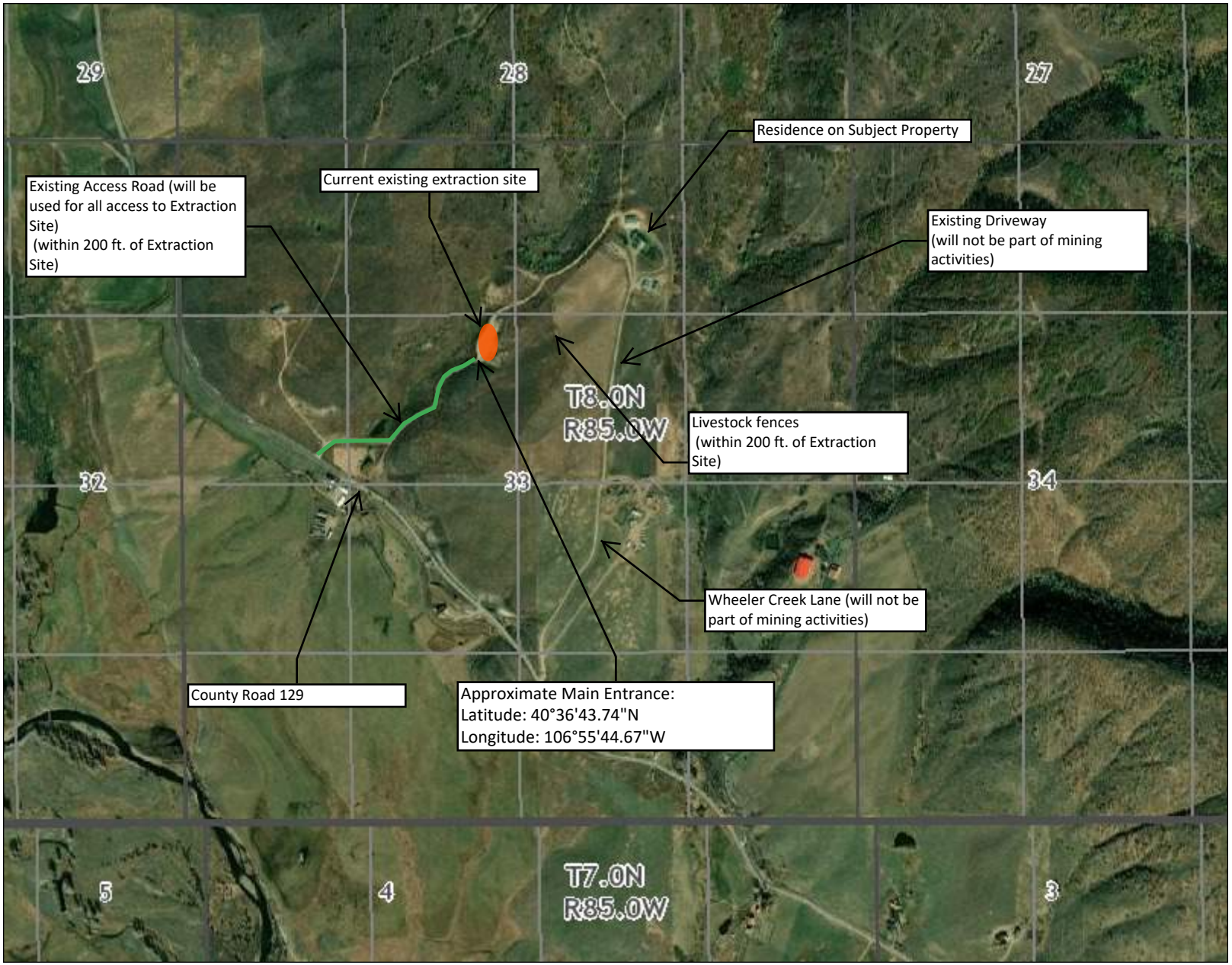

Sanders Gravel Pit
Exhibit A-1: Location
Subject Property
County Road 129
Steamboat Springs
US 40
7N
85W
7N
84W
Applicant: Tara Sanders
N
Prepared 7/2/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC
, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community


Sanders Gravel Pit
Exhibit A-1: Location (cont.)
Applicant: Sara Sanders
924284002
Subject Property
Approximate location of Extraction Site
924332002
924331001
924331003
924331002
924332001
924332004
924334001
Scale: 1in = 0.2mi (1056ft)
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Prepared 7/2/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

COLORADO'S
Decision Support Systems
CWCB / DWR

Sanders Gravel Pit - Exhibit A-2: Location Map

Applicant: Tara Sanders



Legend

- Township
- Section
- Q40
- County

Location

Notes

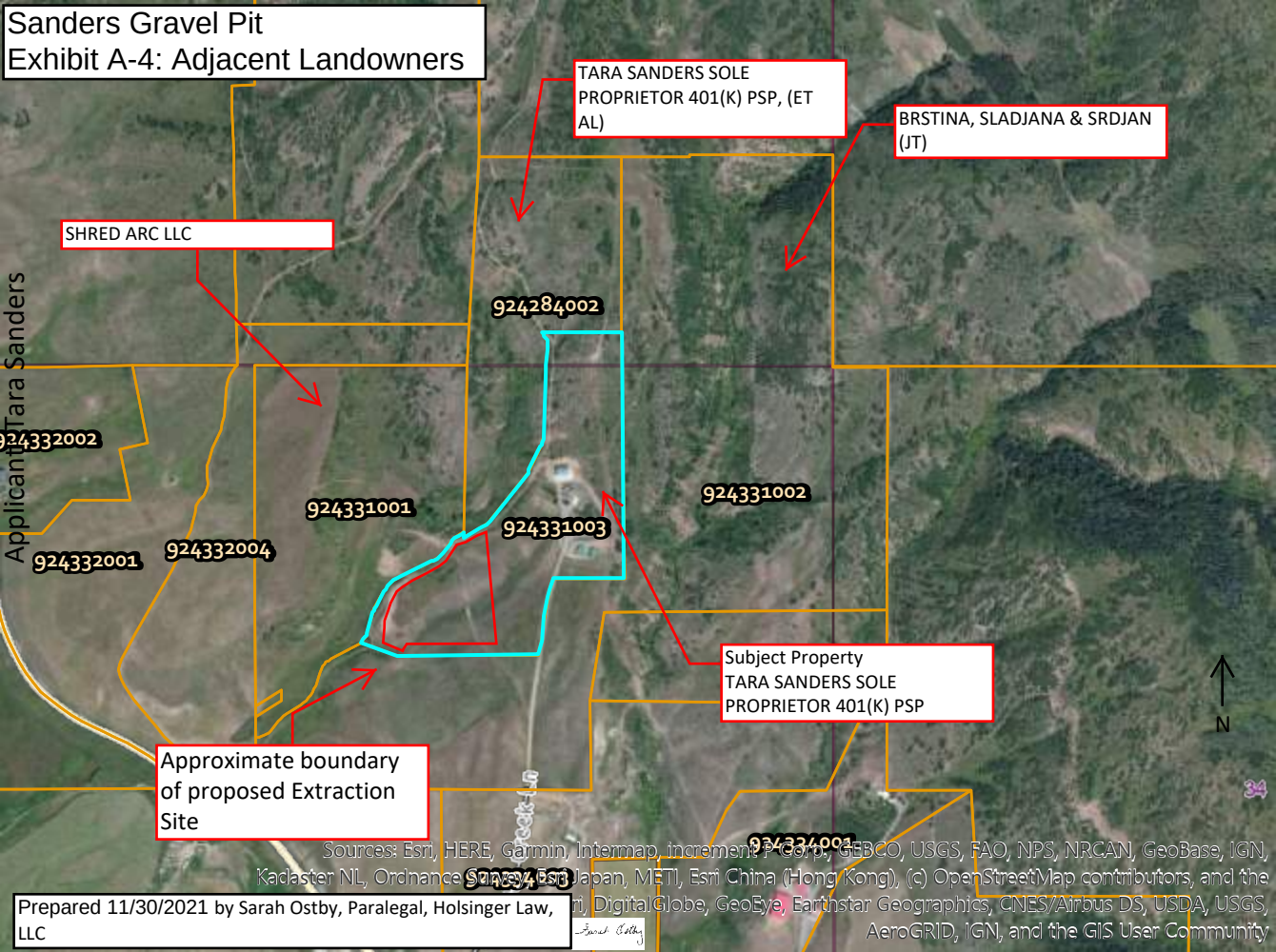
2,339 0 1,169 2,339 Feet

1: 14,032

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 7/2/2021 12:04:38 PM

Prepared 7/2/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC


Sanders Gravel Pit
Exhibit A-4: Adjacent Landowners
TARA SANDERS SOLE PROPRIETOR 401(K) PSP, (ET AL)
BRSTINA, SLADJANA & SRDJAN (JT)
SHRED ARC LLC
Applicant: Tara Sanders
924284002
924332002
924331001
924331002
924331003
924332001
924332004
Subject Property
TARA SANDERS SOLE PROPRIETOR 401(K) PSP
Approximate boundary of proposed Extraction Site
924334001
N
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
Prepared 11/30/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

AGREEMENT FOR ACCESS AND UTILITY EASEMENT AND IMPROVEMENTS

THIS AGREEMENT FOR ACCESS AND UTILITY EASEMENT AND IMPROVEMENTS ("Agreement") is made as of the 10th day of June, 2005, by and among WARREN RANCH, INC., a Colorado corporation ("Warren Ranch"), PAUL HOSTETLER, also known as PAUL E. HOSTETLER ("Hostetler"), TROY R. BROOKSHIRE (Troy Brookshire"), JAMES L. BROOKSHIRE ("James Brookshire") and THE BROOKSHIRE FAMILY TRUST, a/k/a The Family Trust, a Testamentary Trust created under the Last Will and Testament of Donald E. Brookshire, Deceased, dated April 28, 1980, as amended August 25, 1993, admitted to probate on November 21, 1997 in Case No. 97PR33, Routt County District Court ("Brookshire Trust"). In this Agreement, Troy Brookshire, James Brookshire and the Brookshire Trust are sometimes collectively referred to as the "Brookshires." The address of Warren Ranch is P.O. Box 770041, Steamboat Springs, Colorado 80477, the address of Hostetler is P.O. Box 1967, Nokomis, Florida 34274, the address of the Brookshires is P.O. Box 771301, Steamboat Springs, Colorado 80477.

EXPLANATORY STATEMENT

The parties own parcels of real property in Routt County, Colorado with certain common boundaries. Warren Ranch owns the parcels described on ***Exhibit A*** (the "Warren Ranch Property"), Hostetler owns the parcels described on ***Exhibit B*** (the "Hostetler Property"), Troy Brookshire owns the parcel described on ***Exhibit C*** (the "Troy Brookshire Property") and Troy Brookshire, James Brookshire and the Brookshire Trust own the parcels described on ***Exhibit D*** (the "Brookshire Family Property"). The Troy Brookshire Property and the Brookshire Family Property are sometimes referred to in this Agreement collectively as the "Brookshire Properties." By this Agreement, the parties desire to establish an easement for ingress and egress and utilities, and also desire to set forth their agreements with respect to the construction and maintenance of access and utility improvements within such easement.

IN CONSIDERATION of the explanatory statement, which is incorporated into this Agreement, and the promises, covenants and conveyances set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and convey as follows:

1. Certain Definitions. In addition to terms defined elsewhere in this Agreement, for purposes of this Agreement the following terms shall have the meanings indicated:

(a) "Benefited Owner" or "Benefited Owners" shall mean the Owner or Owners of one or more of the Benefited Properties, including their heirs, devisees, assigns and other successors in title.

(b) "Benefited Property" shall mean a property that is benefited by the Easement. Each of the Properties is a Benefited Property.

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Page: 1 of 26
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Kay Weinland Routt County, CO EASEMENT R 131.00 D 0.00

(c) "Common Road" shall mean the common private road and related improvements (including the Entry Gate) constructed and maintained within the Easement Area pursuant to this Agreement. The Common Road shall not include Connecting Private Driveways and associated improvements.

(d) "Common Improvements" shall mean the Common Road and Common Utilities, if any.

(e) "Common Utilities" shall mean utility improvements installed within the Easement Area that are designed, sized and intended to provide service to more than one of the Properties. Common Utilities shall include only that portion of the utility improvements intended to provide service to more than one Property. For example, utility lines shall be Common Utilities only for the length of the line intended to provide service to more than one Property, and separate connections to Common Utilities, together with associated switches, valves, meters and similar improvements, shall not be part of Common Utilities. Metered Common Utilities shall be designed to accommodate separate meters and other facilities to allow the discontinuation of service to one party utilizing Common Utilities without interrupting service to others using Common Utilities.

(f) "Connecting Private Driveway" shall mean a private driveway that intersects with the Common Road, together with related improvements for vehicular or other access from the Common Road to an Owner's Property.

(g) "Easement Area" shall mean the area described on ***Exhibit E***.

(h) "Entry Gate" shall mean a gate constructed and maintained within the Easement Area restricting public access to the Common Road from Routt County Road 129. The Entry Gate shall be placed in a location on Parcel 3 of the Brookshire Family Property within the Easement Area, as selected by mutual agreement of the Owners of the Hostetler Property, the Warren Ranch Property and Parcel 3 of the Brookshire Family Property.

(i) "Exit Point" shall mean the point on the Common Road that a Connecting Private Driveway intersects with the Common Road.

(j) "Owner" or "Owners" shall mean the respective Owner and/or Owners of a Property (including a subdivided portion of a Property), including their heirs, devisees, assigns and other successors in title, as the context may require.

(k) "Permanent Dwelling" shall mean a permanent residential structure designed to be used for year-round occupancy containing 1,000 or more square feet of interior floor space and that is constructed on a property after the date of this Agreement. The parties acknowledge that as of the date of this Agreement there is one Permanent Dwelling on the Hostetler Property and there are no other Permanent Dwellings located on any of the Properties.

(l) "Property" or "Properties" shall mean the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property and/or the Brookshire Family Property, as the

context may require. References to a "Property" shall include each legally subdivided portion of such Property.

2. Establishment of Easement. The Brookshires hereby create, declare, establish and sell and convey to the Brookshires for the benefit of the Brookshire Properties, to Hostetler for the benefit of the Hostetler Property and to Warren Ranch for the benefit of the Warren Ranch Property, and Hostetler hereby creates, declares, establishes and sells and conveys to Hostetler for the benefit of the Hostetler Property, to Warren Ranch for the benefit of the Warren Ranch Property and to the Brookshires for the benefit of the Brookshire Properties a perpetual non-exclusive easement, on the terms and conditions set forth in this Agreement, for access and for a common private road and for underground utilities and underground and surface facilities associated with underground utilities (the "Easement"). The Easement is located in the Easement Area.

3. Purposes, Uses and Limitations of the Easement.

(a) The Easement shall be perpetual and irrevocable and shall run with the Benefited Properties. Subject to the terms, conditions and restrictions set forth in this Agreement, the Easements shall benefit Owners of the Benefited Properties, their respective successors in title to the Benefited Properties and the entities providing utility services to the Benefited Properties, whether public or private, provided that utility service providers shall benefit from the Easement and may use the Easement only for the purpose of providing utility services to the Benefited Properties. The parking or storing of vehicles, equipment or materials of any sort in the Easement Areas is prohibited. Further, except for the Entry Gate and except for one gate that may be constructed on the boundary between Parcel 3 of the Brookshire Family Property and the Hostetler Property and one gate that may be constructed on the boundary between the Hostetler Property and the Warren Ranch Property, gates shall not be constructed across the Common Road within the Easement Area.

(b) Subject to the provisions of this Agreement, the purposes of the Easement are:

A. To provide a way for vehicular, pedestrian and livestock access (within the Easement Area only) between Routt County Road 129 and the northern boundary of the Hostetler Property, for the benefit of each of the Properties benefited by the Easement. Without limiting the generality of the foregoing, subject to the provisions of this Agreement the Easement includes rights (i) to construct, maintain, reconstruct, improve, repair and use within the Easement Area the Common Road and Connecting Private Driveways, together with related improvements including the Entry Gate, shoulders, culverts, ditches, drainage facilities, perimeter fences, landscaping and similar improvements, and (ii) to plow, store and remove snow and ice which may fall or accumulate within the Easement Area.

B. To provide a way for underground utilities of any type serving each of the Properties benefited by the Easement. Without limiting the generality of

the foregoing, subject to the provisions of this Agreement the Easement includes rights (i) to construct, maintain, reconstruct, improve, repair and use within the Easement Area underground utility lines of any type providing service to the Properties benefited by the Easement, including, without limitation, water, sewer, electricity, telecommunications, cable television and natural gas, and (ii) to construct, maintain, reconstruct, improve, repair and use within the Easement Area underground and surface improvements and facilities associated with such underground utility lines including, without limitation, meters, meter pits, taps, transformers, relays, junctions, switches, valves, gates, manholes and pumps.

4. Provisions Regarding Construction and Maintenance of Common Road Improvements within the Easement Area.

(a) Unless otherwise agreed by the Owner of the Warren Ranch Property and the Hostetler Property, the Common Road shall be constructed during the 2005 building season. Unless otherwise agreed by the Owners of the Warren Ranch Property and the Hostetler Property, when the Common Road is constructed it shall extend the entire length of the Easement Area, from County Road 129 to the northern boundary of the Hostetler Property, and shall include associated culverts, ditches, drainage facilities and the Entry Gate. The Common Road shall be well constructed in accordance with Routt County standards for rural private roadways serving more than two single-family residential parcels. The initial construction of the Common Road shall be performed by the Owners of the Warren Ranch Property and the Hostetler Property or by a professional road-building contractor selected by mutual agreement of such Owners. Each of the Owners shall cooperate as reasonably requested to allow initial construction of the Common Road. At the time of initial construction, the Common Road shall be covered with sufficient gravel to be suitable for use by passenger and other light vehicles, pedestrians and horses on a year-round basis. The Owner of the Warren Ranch Property and the Owner of the Hostetler Property shall be responsible for the payment of fifty percent (50%) of the actual cost of the initial construction of the Common Road. Actual costs of initial construction shall include the reasonable value of labor and equipment contributed by the Owners of the Warren Ranch Property and the Hostetler Property. Each such Owner shall pay (or reimburse to the paying Owner on demand) their respective shares of such costs.

(b) After initial construction, the Common Road shall be kept, maintained and repaired in a safe, neat, attractive and functional condition. The Common Road shall be maintained to allow travel along the entire length of the Common Road within the Easement Area, and except as provided in Section 4(c) with respect to the plowing and removal of snow, the cost of such maintenance shall be paid or reimbursed by the Owners of the Properties benefited by the Easement as follows:

(i) Maintenance costs shall be paid or reimbursed by the Owners of the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property and Parcel 1 of the Brookshire Family Property. As long as there is not more than one Permanent Dwelling on any of such Properties and none of such Properties have been

legally subdivided, the cost of maintaining the Common Road shall be payable by the Owners of such Properties in the following proportions:

Warren Ranch Property	33.33%
Hostetler Property	33.34%
Troy Brookshire Property and Parcel 1, Brookshire Family Property, collectively	33.33%

(ii) After either the construction of more than one Permanent Dwelling on either the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property or Parcel 1 of the Brookshire Family Property or the legal subdivision of any of such Properties, the cost of maintaining the Common Road shall be allocated to and payable by the Owners of such Properties as follows: One equal share shall be allocated to each of such Properties and to each legally subdivided portion of such Properties, and if any of such Properties (or legally subdivided portion thereof) has constructed thereon more than one Permanent Dwelling, an additional equal share shall be allocated to each such Property (or subdivided portion thereof) with more than one Permanent Dwelling. The allocated shares shall be payable by the Owners of the Properties in question. For example, if the Warren Ranch Property, although not legally subdivided, contains two Permanent Dwellings, two equal shares shall be allocated to and payable by the Owner of the Warren Ranch Property, or if the Hostetler Property is legally subdivided into two parcels, one equal share shall be allocated to and payable by the Owner of each of such subdivided parcels. Notwithstanding the foregoing, for purposes of applying this part (ii) only, the Troy Brookshire Property and Parcel 1 of the Brookshire Family Property shall collectively be considered a single Property, provided that if either of such Properties is subdivided, the subdivided portion shall be a separate Property.

(iii) The Owners of Parcel 2 and Parcel 3 of the Brookshire Family Property shall not be obligated to contribute to the cost of maintaining the Common Road pursuant to this Section 4(b), but nothing herein shall limit the obligation of such Owners pursuant to other provisions of this Agreement.

(c) Notwithstanding Section 4(b), the following provisions shall be applicable to the plowing and removal of snow from the Common Road:

(i) Until the construction of the second Permanent Dwelling which uses the Common Road for access, the Owner of the Hostetler Property may from time to time cause the portion of the Common Road between Routt County Road 129 and the Exit Point of the Connecting Private Drive for the existing Primary Residence on the Hostetler Property to be plowed and shall pay one hundred percent (100%) of the cost associated therewith, except to the extent one or more of the other Owners may agree to pay a portion of such costs. Any other Owner of a Property benefited by the Easement may cause additional portions of the Common Road to be plowed from time to time and shall pay one hundred percent (100%) of the cost associated therewith, except to the extent one or more of the other Owners may agree to pay a portion of such cost.

(ii) After construction of the second Permanent Dwelling utilizing the Common Road for access, each Owner of a Property benefited by the Easement shall notify the other Owners of Properties benefited by the Easement whether such Owner desires to use the Common Road for winter access to such Owner's Property. Any such notice by an Owner shall remain in effect until subsequent contrary notice is given by such Owner to each other Owner. Each Owner of a Property benefited by the Easement giving notice that such Owner desires to utilize the Common Road for winter access to such Owner's Property is referred to in this paragraph as a "Participating Owner." The Participating Owner whose Exit Point is the farthest from Routt County Road 129 shall arrange for the plowing and snow removal from the Common Road from Routt County Road 129 to such Owner's Exit Point, sufficient to allow year-round access by four-wheel drive passenger vehicles to each of the Participating Owners' Exit Points, including the plowing of snow each time it accumulates to a depth of 6 inches or more. The cost of such snow plowing and removal shall be paid by the Participating Owners as follows: Each Participating Owner shall pay an equal share of the reasonable costs of plowing from Routt County Road 129 to the first Exit Point of a Participating Owner (the "First Owner"). Each Participating Owner other than the first Owner shall pay an equal share of the reasonable costs of plowing from the first Owner's Exit Point to the Exit Point of the Owner second closest to Routt County Road 129 (the "Second Owner"), and each Participating Owner other than the First Owner and the Second Owner shall pay an equal share of the reasonable costs of plowing from the second Exit Point to the third Exit Point, and so on. Any Owner of a Property benefited by the Easement that is not a Participating Owner may cause additional portions of the Common Road to be plowed from time to time and the plowing Owner shall pay one hundred percent (100%) of the costs associated therewith except to the extent one or more of the other Owners agrees to pay a portion of such costs. Notwithstanding any other provision of this paragraph, if an Owner (including such Owner's family members, guests, invitees, contractors or agents) who is not a Participating Owner utilizes the portions of the Common Road plowed by Participating Owners on more than six (6) occasions during any plowing season, such Owner shall be deemed to have elected to be a Participating Owner for such plowing season and shall pay (or reimburse to the Participating Owners) a share of the costs of plowing payable by the Participating Owners, calculated in the manner set forth above based on such Owner's Exit Point (or if the Common Road is not plowed to such Owner's Exit Point, the farthest Exit Point from Routt County Road 129).

(d) At the time of the initial construction of the Common Road, a ranch-style Entry Gate shall be installed unless the Owners of the Hostetler Property and the Warren Ranch Property agree to install at that time an automatic Entry Gate as described below. Any ranch-style Entry Gate shall be kept closed but not locked unless otherwise agreed by all of the Owners of Properties benefited by the Easement. If a ranch-style Entry Gate was installed, at the time of the construction of the second Permanent Dwelling utilizing the Common Road for access, the Entry Gate shall be replaced with an automatic gate and appropriate landscaping. The automatic Entry Gate shall be capable of being operated from vehicles and Permanent Dwellings, and each of the Owners of Properties benefited by the Easement shall be provided with a means for operating such gate. The design and construction of such automatic gate and associated landscaping shall be as mutually approved by the Owners of the Warren Ranch Property and the

Hostetler Property, and the costs of installing and maintaining such gate shall be paid by such Owners in the percentages specified in Section 4(a).

(e) After initial construction of the Common Road, the location of the Common Road shall be surveyed and, if the Common Road is not wholly within the Easement Area, the parties agree to amend the description of the Easement Area to reflect the actual location of the Common Drive, by appropriate recorded instrument. The cost of the survey shall be paid by the Owners of the Hostetler Property and the Warren Ranch Property in the percentages specified in Section 4(a).

(f) Notwithstanding Section 4(a) or Section 4(b), the Owner of the Hostetler Property may elect to pave any portion of the Common Road located on the Hostetler Property, and any such paving shall be installed and maintained at the sole expense of the Owner of the Hostetler Property.

5. Provisions Regarding Construction and Maintenance of Utility Improvements Within the Easement Area.

(a) Any Owner of a Property benefited by the Easement (the "Installing Owner") may install Common Utilities within the Easement Area at such Owner's expense. No Owner shall be obligated to install or connect to Common Utilities. If after an Owner has installed Common Utilities another Owner of a Property benefited by the Easement (the "Connecting Owner") desires to connect to such Common Utilities to provide service to the Connecting Owner's Property, the Connecting Owner may make connection to the Common Utilities at the Connecting Owner's expense, including the installation of improvements and facilities to provide separate service to the Connecting Owner's Property. As a condition to making the connection, the Connecting Owner shall pay to the Installing Owner the Connecting Owner's proportionate share of the Installing Owner's actual cost of Installing the Common Utilities. The Connecting Owner's proportionate share is determined by the number of connections to the Common Utilities. For example, the Installing Owner shall pay one hundred percent (100%) of the cost of initial installation of the Common Utilities. Thereafter, if a second Owner desires to connect to the Common Utilities, the Connecting Owner shall pay all the costs of the connection and fifty percent (50%) of the amount paid by the Installing Owner for the initial installation of the Common Utilities. Upon such payment to the initial Installing Owner, the Connecting Owner shall be deemed an Installing Owner for purposes of the application of this paragraph upon subsequent connections by other Owners to the Common Utilities. Thereafter, if a third Owner desires to connect to the Common Utilities, such Connecting Owner shall pay all the costs of the connection and shall pay one-third of the costs of the initial installation, which amount shall be paid in equal shares to the prior Installing Owners.

(b) Prior to connection to Common Utilities by more than one Owner, maintenance of the Common Utilities shall be at the sole expense of the Owner utilizing the utilities. After the connection of more than one Owner to Common Utilities, each of the Owners connected to Common Utilities shall be obligated to pay an equal share of the actual and reasonable costs incurred to maintain the Common Utilities. Each Owner shall be solely

responsible for all charges for utility service to such Owner's Property and the improvements thereon.

6. Damage. Ordinary wear and tear to Common Improvements resulting from normal use by light passenger vehicles, light equipment, pedestrians and livestock shall be the joint responsibility of the Owners, and the cost for maintaining and repairing the same shall be paid by the Owners in the proportions specified in Sections 4(b) and 5 above, as applicable. Notwithstanding any other provision of this Agreement, any damage to the Common Improvements other than such ordinary wear and tear (including, for example, damage from heavy truck traffic or construction equipment) caused by an Owner or such Owner's occupants, guests, invitees, contractors or similar parties shall be repaired at the sole cost of such Owner. Any Owner responsible for damage other than ordinary wear and tear shall promptly arrange for such damage to be repaired at such Owner's expense, and if such Owner fails to do so within three (3) days after notice from any other Owner (or immediately if the Common Improvement is inoperable as a result of the damage), such other Owner may arrange for the repair of such damage, and the responsible Owner shall promptly pay or reimburse the cost thereof, with interest as provided in Section 7(b).

7. Enforcement and Remedies.

(a) General Provisions. This Agreement is intended to benefit and may be enforced by the Benefited Owners and is not intended to benefit and may not be enforced by any other party. Any benefited party may enforce this Agreement by any appropriate means, including, without limitation, an action for damages, injunctive relief and/or specific performance. In any arbitration or legal proceeding (including appellate proceedings) to interpret or enforce the provisions of this Agreement, the prevailing party shall be awarded such party's reasonable attorney fees and costs incurred in asserting or defending the claim. The rights and remedies for enforcement of this Agreement shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

(b) Monetary Obligations. As a condition to any payment or reimbursement by one Owner to another Owner of costs incurred in connection with the construction or maintenance of Common Improvements, the Owner incurring the cost shall provide to any requesting Owner reasonable evidence of the costs incurred and payment thereof, if applicable. No Owner is obligated to advance any other Owner's share of the costs of constructing or maintaining Common Improvements. If any Owner fails to pay when due its share of any construction or maintenance costs or any other amount for which such Owner is obligated pursuant to this Agreement, the delinquent Owner shall be obligated to pay to the party entitled to receive the unpaid amount interest on the unpaid amount from the date such amount was due until paid at the rate of eighteen percent (18%) per annum. The delinquent Owner shall also be obligated to pay all costs incurred by the party entitled to payment in collecting the amount due from the delinquent Owner, including costs of suit or arbitration and reasonable attorneys' fees, including costs and fees incurred in arbitration, suit and appellate proceedings.

(c) Lien. If any Owner fails to pay any amount due pursuant to this Agreement within thirty (30) days after receipt of notice from another Owner stating the intent to implement the lien provided for in this paragraph, the Owner who has not been paid may record a statement of lien

against the Property owned by the delinquent Owner with respect to which the past due amount is owing. The lien statement shall specify the amount due from the delinquent Owner for which a lien is claimed, provided that any error or misstatement of the amount due shall not affect the validity of the lien with respect to the amount actually due. From and after the date of recording of the statement of lien, a lien shall exist on the Property owned by the delinquent Owner in favor of the Owner filing the lien statement, which lien shall include all amounts owing by the delinquent Owner, including interest, costs of collection and attorneys' fees. Such lien may be foreclosed as a mortgage on real property, and in any foreclosure proceeding the foreclosing party or parties shall be entitled to purchase the Property of the delinquent Owner at the foreclosure sale.

(d) Personal Obligations. Each Owner shall be personally obligated to pay all amounts owing pursuant to this Agreement attributable to the Property owned by such Owner. If there is more than one Owner of a Property, all such Owners shall be jointly and severally personally obligated to pay all amounts owing pursuant to this Agreement attributable to such Property. Each Owner shall be obligated to pay amounts attributable to a Property incurred from and after the date such Owner acquires title to a Property. No Owner shall be relieved from any obligation to pay amounts due pursuant to this Agreement as a result of such Owner's failure to use the Common Improvements or conveyance or abandonment of such Owner's Property. In the event any Owner transfers its Property (or any portion thereof), such Owner shall remain liable for amounts accruing prior to the date of transfer, but shall have no obligation for amounts accruing with respect to the transferred Property after the date of transfer. A successor Owner shall not be liable for unpaid amounts owing by a predecessor Owner unless a statement of lien with respect to amounts owing by the predecessor Owner has been recorded pursuant to Section 8(c) prior to the recording of the instrument of transfer to the successor Owner.

8. General Provisions.

(a) Covenants are Cumulative. Each provision of this Agreement is cumulative and independent and is to be construed without reference to any other provision dealing with the same subject matter or imposing similar or dissimilar restriction.

(b) Waivers. No provision of this Agreement may be waived except by an instrument in writing signed by the party to be charged with the waiver. No waiver shall be a continuing waiver unless expressly so stated in the instrument of waiver. The failure to enforce any provision of this Agreement shall not constitute a waiver of or impair the effectiveness of this Agreement.

(c) Duration; Successors. The Easement and the provisions of this Agreement shall be perpetual, shall run with the land and shall bind and benefit the heirs, devisees, assigns and other successors in title to the Properties burdened and benefited by the Easement.

(d) Amendment. This Agreement may be amended only with the consent of all the Owners of the Benefited Properties. Any amendment shall be effective upon recording in the real property records of Routt County written instruments (which may be executed in counterparts) setting forth the amendment executed by all the Owners of the Benefited Properties.

(e) Headings and Exhibits. The captions and headings used in this Agreement are intended solely for convenience of reference, and shall not be considered in construing any of the provisions of this Agreement. All of the Exhibits attached hereto are incorporated into this Agreement by reference.

(f) Gender and Number. In this Agreement, the singular number shall include the plural, the plural the singular, and use of any gender shall include all other genders, as appropriate.

(g) Governing Law. This Agreement shall be governed by and construed under the laws of the state of Colorado, without regard to conflict of laws principles.

(h) Owners' Addresses. Each Owner shall notify the other Owners of its address for purposes of this Agreement. Billings, notices and other communications to Owners from the other Owners shall be sent to such addresses. Any Owner may change its address for purposes of this Agreement by giving notice to the other Owners at the addresses specified pursuant to this Section. In the event any Owner shall not specify its address for purposes of this Agreement, the address of such Owner reflected on the property tax records of the Routt County, Colorado assessor shall be used for purposes of this Agreement. Notices shall be deemed received the earlier of actual receipt or five (5) business days after deposit in United States mail, postage prepaid and addressed as indicated above.

(i) ***Arbitration.*** Except as otherwise provided in this Section 8(i), any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, or the rights or obligations of the parties hereto shall be determined and decided through binding arbitration in Routt County, Colorado before a single neutral arbitrator. The arbitration proceeding shall be subject to the provisions of the Colorado Uniform Arbitration Act, Colo. Rev. Stat. §13-22-201, *et seq.* or the corresponding provisions of any subsequent law. The arbitrator shall be selected by mutual agreement of the parties to the arbitration, provided that if the parties fail to agree on a single neutral arbitrator within fifteen (15) days after the initial demand for arbitration, any party may petition a court of competent jurisdiction in Routt County, Colorado to appoint a single neutral arbitrator, and the arbitrator selected by the court shall conduct the proceedings. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties shall not be required to arbitrate proceedings in which the relief claimed includes the foreclosure of a lien pursuant to Section 7(c), and in any such proceeding brought in court the court shall have authority to decide all issues in the controversy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

WARREN RANCH, INC., a Colorado corporation

By _____ Pres.
(Title)

_____
Paul Hostetler, also known as Paul E. Hostetler

_____
Troy R. Brookshire

_____
James L. Brookshire

THE BROOKSHIRE FAMILY TRUST, a/k/a The Family Trust, a Testamentary Trust Created Under the Last Will and Testament of Donald E. Brookshire, Deceased, dated April 28, 1980 and amended August 25, 1993

By _____ as Trustee
Ardys L. Brookshire, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 16 day of May, 2005, by Stephen G. Cavanagh as President of Warren Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: My commission expires October 26, 2008

{SEAL}

CHERYL M. ANTALEK NOTARY PUBLIC STATE OF COLORADO

Cheryl M Antalek
Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 27 day of APRIL, 2005, by Paul Hostetler, also known as Paul E. Hostetler.

Witness my hand and official seal.
My commission expires: September 9, 2007

{SEAL}

Caroline H Taylor
My Commission DD248307
Expires September 09 2007

Caroline H Taylor
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 10th day of June, 2005, by Troy R. Brookshire.

Witness my hand and official seal.
My commission expires: MY COMMISSION EXPIRES 7/25/[illegible]

{SEAL}

M. TERESA VESTAL NOTARY PUBLIC STATE OF COLORADO

M Teresa Vestal
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 10th day of June, 2005, by James L. Brookshire.

Witness my hand and official seal.
My commission expires: MY COMMISSION EXPIRES [illegible]

{SEAL}

M. Teresa Vestal
Notary Public

M. TERESA VESTAL NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
) ss.
COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 10th day of June, 2005, by Ardys I. Brookshire as Trustee of The Brookshire Family Trust, a/k/a The Family Trust, a Testamentary Trust created under the Last Will and Testament of Donald E. Brookshire, Deceased, dated April 28, 1980 and amended August 25, 1993.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES [illegible]

{SEAL}

M. Teresa Vestal
Notary Public

M. TERESA VESTAL NOTARY PUBLIC STATE OF COLORADO

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EXHIBIT A
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS

Warren Ranch Property

Parcel 1:

Township 8 North, Range 85 West of the 6th P.M.:

Original Survey	Resurvey
Section 21: SE1/4 SE1/4	Tract 79D
Section 22: SW1/4 SW1/4	Tract 79C
Section 27: SW1/4 NE1/4 NW1/4	Tract 78A
Section 27: S1/2 NW1/4 NW1/4	Tract 78B
Section 28: NE1/4 NE1/4	Tract 78C
Section 28: SE1/4 NE1/4	Tract 78D
Section 27: SW1/4 NW1/4	Tract 78E
Section 27: NW1/4 SE1/4 NW1/4	Tract 78F
Section 28: NE1/4 NW1/4, W1/2 NE1/4, NW1/4 SE1/4	Tract 87

EXCEPTING and excluding from said Tract 87, Section 28, a tract of land conveyed in the Deed recorded in Book 208 at Page 173 and being more particularly described as follows: All that portion of Tract 87 in NE1/4 NW1/4 of Section 28, Township 8 North, Range 85 West of the 6th P.M.

Together with, and not as an exception:
Township 8 North, Range 85 West of the 6th P.M.
Section 27: Lots 3, 4, 5, 6 and 7, W1/2 E1/2, S1/2 SW1/4
Section 28: Lot 6

County of Routt, State of Colorado.

Parcel 2:

A tract of land in the Southeast corner of Tract 103 located in the West ½ of Section 33, Township 8 North, Range 85 West of the 6th P.M., Routt County State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 and recorded in Routt County records Book 140, Page 345 on December 29, 1925; more particularly described as follows:

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Beginning at a point, the same being an iron post which is the corner 4 of tract 104 and corner 3 of tract 105 of the resurvey of Section 33, Township 8 North, Range 85 West of the 6th P.M. and running northerly on a line between said tract 103 and 105 for a distance of 208.7 feet; thence angling left 90° or westerly at a distance of 417.5 feet; thence angling left 90° or southerly for 208.7 feet; thence angling left 90° or easterly for 417.5 feet to the place of beginning. All of said parcel of land being situate within Section 33, Township 8 North, Range 85 West of the 6th P.M.

TOGETHER WITH a portion of Tract 104 located in the SW ¼ of Section 33, Township 8 North, Range 85 West of the 6th P.M., Routt County State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922; more particularly described as follows: All of said Tract 104 lying northerly and easterly of the west prescriptive easement and right of way of Routt County Road 129, the east line being west line of Tract 107 of the said resurvey and the intersection of said Routt County Road 129 westerly right of way; thence N00°27'04"W, 248.75 feet along said west line of Tract 107 to Angle point 2 of said Tract 107; thence continuing along said west line of Tract 107 N00°34'00"W, 1319.11 feet to angle point 1, Tract 104 of said Resurvey.

County of Routt, State of Colorado

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EXHIBIT B
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS

Hostetler Property

Parcel 1:

A parcel of land located in Lot 11 and Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33;

Thence N 02°57'53" E 1296.79 feet across Lot 10, Section 28, to corner 5 Tract 87;

Thence N 89°44'41" E 1320.00 feet to corner 6 Tract 87;

Thence N 00°02'26" E 16.94 feet to a point on the North line of Lot 11 said Section 28;

Thence along the North line of said Lot 11, N 89°55'08" E 900.42 feet, to a point on the East line of said Section 28;

Thence S 00°04'17" E 1324.05 feet to the correction corner common to Section 33, Section 34, and Tract 106 (also being the SE corner of Lot 11 and the SE corner of Section 28);

Thence N 89°51'26" W 1509.39 feet to a point on the North line of Tract 106;

Thence N 89°54'45" W 779.77 feet to the POINT OF BEGINNING.

EXCEPT a portion of Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, as conveyed in the deed recorded at Reception 546903, more particularly described as follows:

A parcel of land located in Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33, Township 8 North, Range 85 West, of the 6th P.M.

Thence N 02°57'53" E 1296.79 feet across said Lot 10, Section 28, to the corner 5 (SW corner) of Tract 87;

Thence along South line of Tract 87, N 89°44'41" E 713.38 feet;

Thence S 00°01'46" W 1299.43 feet, to a point on the North line of said Tract 106, Section 33;

Thence N 89°54'45" W 779.77 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land located in Section 33 (Tract 105 and 106), Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 4 said Tract 105;

Thence N 89°36'12" W 1168.16 feet to corner 3 Tract 105;

Thence N 00°02'09" E 2637.13 feet to corner 2 Tract 105;

Thence N 89°46'41" E 974.52 feet to the N1/4 corner said Section 33;

Thence S 89°39'42" E 355.56 feet to corner 1 Tract 105;

Thence S 89°54'45" E 779.77 feet to a point on the north line of Tract 106;

Thence S 00°01'46" W 2652.23 feet;

Thence N 89°36'12" W 942.00 feet to the POINT OF BEGINNING.

EXCEPT a tract of land in said Tract 105 bounded by a line described as follows:

Beginning at a point on the West line of said Tract 105, 444 feet North of corner 3 of said Tract 105;

Thence N 59°00' E 190 feet;

Thence running northerly and parallel with said West line of said Tract 105, 68 feet;

Thence S 59°00' W 190 feet to an intersection with the West line of said Tract 105;

Thence southerly along the said West line of said Tract 105, 68 feet to the POINT OF BEGINNING, conveyed to Bennett Savage by deed recorded in Book 140 at Page 571.

Parcel 3:

A parcel of land located in Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33, Township 8 North, Range 85 West of the 6th P.M.

Thence N 02°57'53" E 1296.79 feet across said Lot 10, Section 28, to the corner 5 (SW corner) of Tract 87;

Thence along South line of Tract 87 N 89°44'41" E 713.38 feet;

Thence S 00°01'46" W 1299.43 feet, to a point on the North line of said Tract 106, Section 33;

Thence N 89°54'45" W 779.77 feet to the TRUE POINT OF BEGINNING.

Parcel 4:

A parcel of land located in Sections 33 and 34 (Tract 105 and Tract 106), Township 8 North, Range 85 West of the 6th P.M., more particularly described as follows:

Beginning at AP2 of Tract 106, said AP2 being on the north line of a tract of land as described in instrument recorded at Reception No. 557830, Routt County records;

Thence S 89°54'45" E 779.77 feet along the north line of Tract 106 and the tract described at said Reception No. 557830 to the TRUE POINT OF BEGINNING;

Thence S 89°51'26" E 1509.39 feet to the correction corner common to Section 33, Section 34 and Tract 106;

Thence N 89°50'49" E 343.57 feet to AP1 of Tract 106;

Thence S 00°01'46" W along the east line of said Tract 106, 1821.52 feet to the northernmost corner point of a parcel of land described in deed recorded in Book 640, Page 1258, Routt County records, being also the northernmost point of Tract A of the Plat of Randall & Wheeler Land Exemption, File No. 10,787, Routt County records;

Thence along the west boundary of said parcel of land and said Tract A S 24°55'55" W 304.13 feet;

Thence N 89°36'12" W 1724.94 feet to a point on the east line of the tract of land as described in instrument recorded at Reception No. 557830, Routt County records;

Thence N 00°01'46" E along the east line of said tract of land a distance of 2088.21 feet to the True Point of Beginning, containing 88.6 acres, more or less.

Basis Bearing: Assumed per Nereson Legal Description of N 89°36'12" W along the south line of Tract 105, between AP4 and AP3, both found GLO brasscaps.

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EXHIBIT C
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS

Troy Brookshire Property

A tract of land located in Lots 6 and 7, W1/2 W1/2 SW1/4 SE1/4, and W1/2 W1/2 NW1/4 SE1/4, of Section 22, Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, being more particularly described as follows:

Said tract being all that part of Lots 6 and 7, W1/2 W1/2 SW1/4 SE1/4, and W1/2 W1/2 NW1/4 SE1/4, of Section 22 lying south of the following described line:

BEGINNING at a point on the line between AP 1 and AP 6 of Tract 79 from which AP 1 Tract 79 bears N 00deg 31min 54sec W 2637.98 feet; thence N 86deg 24min 32sec E 1216.15 feet to a point on the east line of the W1/2 W1/2 NW1/4 SE1/4 of Section 22.

Bearings are based upon the line between AP 1 and AP 6 of Tract 79 being N 00deg 31min 54sec W (true north).

County of Routt, State of Colorado.

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EXHIBIT D
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS

Brookshire Family Property

Parcel 1:

Township 8 North, Range 85 West, 6th P.M.

SECTION 22: Lots 4, 5 and 8, NE1/4, E1/2 NW1/4 SE1/4, E1/2 W1/2 NW1/4 SE1/4, E1/2 SW1/4 SE1/4, and E1/2 W1/2 SW1/4 SE1/4

SECTION 23: Lot 2, and W1/2 W1/2 of Lot 1

Parcel 2:

Township 8 North, Range 85 West, 6th P.M.

Section 28: Lots 4, 5, 7, 8 and 9, all that portion of Lot 10 lying west of a line (if drawn) between corner 5 of Tract 87 and corner 2 of Tract 106, and all that portion of Tract 87 in NE1/4 NW1/4

TOGETHER WITH a parcel of land located in Tract 88 of Section 28, T8N, R85W, of the 6th P.M., Routt County, Colorado.

Beginning at a point on the south line of Tract 88 from which AP 4 of Tract 88 bears S 89°35'03" E 160.59 feet. Said point being in a fence line;

Thence N 76°53'09" E 20.43 feet along said fence;
Thence N 70°04'00" E 28.94 feet along said fence;
Thence N 01°10'11" E 102.83 feet along said fence;
Thence N 00°12'22" E 242.30 feet along said fence;
Thence N 00°06'37" E 90.41 feet along said fence;
Thence N 00°13'16" E 135.17 feet along said fence;
Thence N 00°24'57" E 131.51 feet along said fence;
Thence N 00°03'01" W 219.40 feet along said fence;
Thence N 00°27'22" E 167.92 feet along said fence;
Thence N 02°02'35" E 20.64 feet along said fence;
Thence N 00°04'10" E 90.85 feet along said fence;
Thence N 00°06'35" E 79.02 feet along said fence;
Thence N 00°16'53" W 48.78 feet along said fence;

Thence N 01°45'08" W 110.56 feet along said fence;
Thence N 00°51'51" W 143.64 feet along said fence;
Thence N 00°41'18" W 57.07 feet along said fence;
Thence N 01°54'03" W 96.98 feet along said fence;
Thence N 88°05'57" E 139.80 feet to the east line of Tract 88. Said line being the line between AP 1 and AP 4 of said Tract 88;
Thence S 00°45'37" W 1757.36 feet along said east line of Tract 88 to AP 4 of said Tract 88;
Thence N 89°35'03" W 160.59 feet along the south line of said Tract 88 to the Point of Beginning.

Containing 4.91 acres more or less.

Bearings are based upon grid north with the line between AP 4 and AP 3 of Tract 88 being N 89°35'03" W. AP 4 being an aluminum cap affixed to an aluminum pipe properly marked for AP 4 Tract 88 and stamped BTK LS 24318 and a standard GLO brass cap found for AP 3, Tract 88.

Parcel 3:

Township 8 North, Range 85 West, 6th P.M.

Section 32: E 1/2 NE 1/4)
) also designated Tract 103
Section 33: W 1/2 NW 1/4)

EXCLUDING THEREFROM a tract of land conveyed by warranty deed recorded in Book 140, Page 345, Routt County records.

AND EXCLUDING THEREFROM a tract of land in a portion of Tract 103, Sections 32 and 33, T8N, R85W, 6th P.M., described as follows:

Beginning at AP 3 Tract 88, a point on the northern boundary of Tract 103, Section 33;
Thence along said northern boundary of Tract 103 S89°32'00"W 703.88 feet more or less to the intersection with the easterly right of way of a country road,
Thence S19°59'08"E 35.67 feet along said right of way to a point of curvature,
Thence along said easterly right of way on a curve to the right a distance of 89.75 feet and whose chord bears S14°46'30"E 89.63 feet,
Thence S09°33'52"E 170.76 feet along said easterly right of way to a point of curvature,
Thence along said right of way on a curve to the left a distance of 168.56 feet and whose chord bears S18°41'41"E 167.85 feet,
Thence S27°49'30"E 550.18 feet along said easterly right of way to a point of curvature,
Thence on a curve to the right along said easterly right of way a distance of 100.58 feet and whose chord bears S20°18'54"E 100.30 feet,
Thence S89°19'28"E 27.00 feet to a fence corner,
Thence S89°19'28"E 257.17 feet along a fence line to a fence corner,

Thence N42°43'18"E 286.49 feet along a fence line to a fence corner,
Thence S89°11'41"E 358.34 feet along a fence line to a fence corner,
Thence N11°20'16"W 328.15 feet,
Thence N78°39'44"E 182.58 feet,
Thence N11°20'16"W 488.80 feet to the northern boundary of said Tract 103,
Thence S89°29'00"W 560.25 feet along said northern boundary of Tract 103 to the point of beginning.

Bearings are based on the south line of said Tract 88 bearing S89°29'00"W.

AND EXCLUDING THEREFROM all that part of Tract 103, Sections 32 and 33, T8N, R85W, 6th P.M., lying westerly of the west right of way of Routt County Road 129 and south of the right of way of Routt County Road 54.

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EXHIBIT E
TO
AGREEMENT FOR ACCESS AND UTILITY EASEMENTS AND IMPROVEMENTS

Driveway/Utility Easement Area

A non-exclusive driveway and utility easement sixty (60) feet in width being thirty (30) feet on each side of said centerline located in a portion of Tracts 104, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 more particularly described as follows:

Commencing at angle point 3 of Tract 105 as monumented by a found 2 ½" GLO brass cap from which angle point 4 of Tract 105 bears S89°36'12"E, 1168.16 feet as monumented by a found 2 ½" GLO brass cap, said line being the basis of bearing for this legal description; thence N74°24'16"W, 568.24 feet to a point on the northeast line of the prescriptive easement and right of way of Routt County Road 129 based upon the surveyed centerline, said point being the point of beginning for this legal description; thence the following forty-four courses:

1. N34°42'23"E, 56.02 feet to a point of curvature;
2. thence 120.31 feet along a curve to the right, having a radius of 130.00 feet, a delta angle of 53°01'24" and a chord which bears N61°13'06"E, 116.06 feet to a point of tangency;
3. thence N87°43'48"E, 259.57 feet to a point of curvature;
4. thence 23.14 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 5°18'11" and a chord which bears N85°04'42"E, 23.13 feet to a point of tangency;
5. thence N82°25'37"E, 156.99 feet to a point of curvature;
6. thence 109.54 feet along a curve to the left, having a radius of 150.00 feet, a delta angle of 41°50'25" and a chord which bears N61°30'24"E, 107.12 feet to a point of tangency;
7. thence N40°35'12"E, 73.36 feet to a point of curvature;
8. thence 89.84 feet along a curve to the right, having a radius of 300.00 feet, a delta angle of 17°09'28" and a chord which bears N49°09'55"E, 89.50 feet to a point of tangency;
9. thence N57°44'39"E, 78.36 feet to a point of tangency;
10. thence 174.94 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 40°05'39" and a chord which bears N37°41'50"E, 171.40 feet to a point of tangency;
11. thence N17°39'01"E, 73.20 feet to a point of curvature;

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12. thence 100.31 feet along a curve to the right having a radius of 130.00 feet, a delta angle of 44°12'30" and a chord which bears N39°45'16"E, 97.84 feet to a point of tangency;
13. thence N61°51'31"E, 191.45 feet to a point of curvature;
14. thence 122.12 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 46°38'51" and a chord which bears N38°32'05"E, 118.78 feet to a point of tangency;
15. thence N15°12'40"E, 130.12 feet to a point of curvature
16. thence 39.20 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 14°58'24" and a chord which bears N22°41'52"E, 39.09 feet to a point of tangency;
17. thence N30°11'04"E, 96.49 feet to a point of curvature;
18. thence 136.43 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 34°44'33" and a chord which bears N47°33'20"E, 134.35 feet to a point of tangency;
19. thence N64°55'37"E, 208.70 feet to a point of curvature;
20. thence 106.14 feet along a curve to the left having a radius of 225.00 feet, a delta angle of 27°01'43 and a chord which bears N51°24'45"E, 105.16 feet to a point of tangency;
21. thence N37°53'53"E, 72.87 feet to a point of curvature;
22. thence 99.26 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 25°16'38" and a chord which bears N50°32'12"E, 98.46 feet to a point of tangency;
23. thence N63°10'31"E, 138.26 feet to a point of curvature;
24. thence 61.82 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 23°36'48" and a chord which bears N51°22'08"E, 61.38 feet to a point of tangency;
25. thence N39°33'44"E, 358.38 feet to a point of curvature;
26. thence 42.48 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 13°54'31" and a chord which bears N32°36'28"E, 42.38 feet to a point of tangency;
27. thence N25°39'12"E, 158.31 feet to a point of curvature;
28. thence 71.54 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 23°25'26" and a chord which bears N13°56'29"E, 71.05 feet to a point of curvature;
29. thence N02°13'46"E, 397.82 feet;
30. thence N04°44'22"E, 47.85 feet to a point on the north line of Section 33 from which the angle point 2 of Tract 106 bears N89°54'45"W, 517.28 feet as monumented by a found 2 ½" GLO brass cap;
31. thence continuing in Lot 10 in the South ½ of Section 28 N04°44'22"E, 102.16 feet to a point of curvature;
32. thence 100.46 feet along a curve to the left having a radius of 130.00 feet, a delta angle of 44°16'28" and a chord which bears N17°23'52"W, 97.97 feet to a point of tangency;
33. thence N39°32'06"W, 133.85 feet to a point of curvature;

34. thence 59.35 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 22°40'15" and a chord which bears N28°11'58"W, 58.97 feet to a point of tangency;
35. thence N16°51'50"W, 170.18 feet to a point of curvature;
36. thence 115.26 feet along a curve to left having a radius of 175.00 feet, a delta angle of 37°44'11" and a chord which bears N35°43'56"W, 113.19 feet to a point of tangency;
37. thence N54°36'02"W, 140.09 feet to a point of curvature;
38. thence 102.63 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 39°12'11" and a chord which bears N34°59'56"W, 100.64 feet to a point of tangency;
39. thence N15°23'50"W, 23.87 feet to a point of curvature;
40. thence 208.84 feet along a curve to the right having a radius of 350.00 feet, a delta angle of 34°11'13" and a chord which bears N01°41'46"E, 205.75 feet to a point of tangency;
41. thence N18°47'22"E, 146.51 feet to a point of curvature;
42. thence 70.93 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 27°05'32" and a chord which bears N05°14'37"E, 70.27 feet to a point of tangency;
43. thence N08°18'09"W, 46.71 feet to a point of curvature;
44. thence 43.09 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 16°27'29" and a chord which bears N00°04'25"W, 42.94 feet to a point of terminus with south line of Tract 87, both sides of sixty (60) foot driveway and utility easement terminating on said south line of Tract 87 from which angle point 5 of Tract 87 bears S89°55'54"W, 75.46 feet.

Legal Description
By: Greg Eldridge, PLS 30093
Landmark Consultants, Inc.
141 9th Street
Steamboat Springs, CO 80477

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CERTIFICATE OF CORRECTION

THIS CERTIFICATE OF CORRECTION ("Certificate") is made as of the 31st day of August, 2005, by PAUL HOSTETLER, also known as PAUL E. HOSTETLER ("Hostetler"), whose address is P.O. Box 1967, Nokomis, Florida 34274.

EXPLANATORY STATEMENT

Hostetler and others are parties to that certain Agreement for Access and Utility Easement and Improvements dated June 10, 2005 and recorded June 23, 2005 at Reception No. 620829 of the Routt County, Colorado real property records (the "Easement Agreement"). Among other things, the Easement Agreement established an access and utility easement (the "Easement") burdening and benefiting certain parcels of real property in Routt County, Colorado more fully described in the Easement Agreement. Without limitation, the Easement pursuant to the Easement Agreement burdens and benefits property described therein as the "Hostetler Property," which is more fully described on Exhibit B to the Easement Agreement. Subsequent to the recording of the Easement Agreement, it was determined that certain minor strips of land had been omitted from the description of the Hostetler Property in Exhibit B to the Easement Agreement, and that as a result of such omission the legal description of the Hostetler Property on Exhibit B to the Easement Agreement and the legal description of the Easement Area on Exhibit E to the Easement Agreement required correction. Hostetler is executing and recording this Certificate to effect such corrections.

In consideration of the foregoing explanatory statement, the Easement Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hostetler agrees and certifies as follows:

1. The description of the Hostetler Property set forth on Exhibit B to the Easement Agreement is hereby corrected to include the following additional parcels in Routt County, Colorado:

Township 8 North, Range 85 West of the 6th P.M.:

Section 33: Lots 1, 2, 3

2. Exhibit E to the Easement Agreement is hereby corrected to read in its entirety as set forth on Exhibit E attached hereto and incorporated herein. Exhibit E attached hereto corrects the description of the easement area as it crosses the Hostetler Property, taking into account the additional parcels referenced in paragraph 1 above.

3. As corrected by this Certificate, the Easement Agreement and the Easement thereby granted are ratified and confirmed in all respects. All of the terms and provisions of the Easement Agreement, as corrected by this Certificate, are incorporated into this Certificate by reference. Without limitation, Hostetler acknowledges and agrees that the description of the Hostetler Property for purposes of the Easement Agreement and the Easement (including without

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limitation for purposes of the granting clauses set forth in Section 2 of the Easement Agreement) includes the parcels described in paragraph 1, and that the parcels described in paragraph 1 are benefited by the Easement, and burdened by the Easement where such parcels intersect with the Easement Area described on Exhibit E attached hereto.

IN WITNESS WHEREOF, Hostetler has executed this Certificate as of the day and year first above written.

Paul Hostetler, also known as
Paul E. Hostetler

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Paul Hostetler, also known as Paul E. Hostetler.

Witness my hand and official seal.

My commission expires: September 09, 2007

{SEAL}

Notary Pubic

Caroline H. Taylor

Caroline H Taylor
My Commission DD248307
Expires September 09 2007

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Kay Weinland Routt County, CO EASEMENT R 26.00 D 0.00

Legal Description Exhibit E

A non-exclusive driveway and utility easement sixty (60) feet in width in a portion of Lot 2, Tracts 103, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado

A non-exclusive driveway and utility easement sixty (60) feet in width being thirty (30) feet on each side of said centerline located in a portion of Lot 2, Tracts 103, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 more particularly described as follows:

Commencing at angle point 3 of Tract 105 as monumented by a found 2 ½" GLO brass cap from which angle point 4 of Tract 105 bears S89°36'12"E, 1168.16 feet as monumented by a found 2 ½" GLO brass cap, said line being the basis of bearing for this legal description; thence N74°24'16"W, 568.24 feet to a point on the northeast line of the prescriptive easement and right of way of Routt County Road 129 based upon the surveyed centerline, said point being the point of beginning for this legal description; thence the following forty-four courses:

1. N34°42'23"E, 56.02 feet to a point of curvature;
2. thence 120.31 feet along a curve to the right, having a radius of 130.00 feet, a delta angle of 53°01'24" and a chord which bears N61°13'06"E, 116.06 feet to a point of tangency;
3. thence N87°43'48"E, 259.57 feet to a point of curvature;
4. thence 23.14 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 5°18'11" and a chord which bears N85°04'42"E, 23.13 feet to a point of tangency;
5. thence N82°25'37"E, 156.99 feet to a point of curvature;
6. thence 109.54 feet along a curve to the left, having a radius of 150.00 feet, a delta angle of 41°50'25" and a chord which bears N61°30'24"E, 107.12 feet to a point of tangency;
7. thence N40°35'12"E, 73.36 feet to a point of curvature;
8. thence 89.84 feet along a curve to the right, having a radius of 300.00 feet, a delta angle of 17°09'28" and a chord which bears N49°09'55"E, 89.50 feet to a point of tangency;
9. thence N57°44'39"E, 78.36 feet to a point of tangency;
10. thence 174.94 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 40°05'39" and a chord which bears N37°41'50"E, 171.40 feet to a point of tangency;
11. thence N17°39'01"E, 73.20 feet to a point of curvature;
12. thence 100.31 feet along a curve to the right having a radius of 130.00 feet, a delta angle of 44°12'30" and a chord which bears N39°45'16"E, 97.84 feet to a point of tangency;
13. thence N61°51'31"E, 191.45 feet to a point of curvature;

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14. thence 122.12 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 46°38'51" and a chord which bears N38°32'05"E, 118.78 feet to a point of tangency;
15. thence N15°12'40"E, 130.12 feet to a point of curvature
16. thence 39.20 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 14°58'24" and a chord which bears N22°41'52"E, 39.09 feet to a point of tangency;
17. thence N30°11'04"E, 96.49 feet to a point of curvature;
18. thence 136.43 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 34°44'33" and a chord which bears N47°33'20"E, 134.35 feet to a point of tangency;
19. thence N64°55'37"E, 208.70 feet to a point of curvature;
20. thence 106.14 feet along a curve to the left having a radius of 225.00 feet, a delta angle of 27°01'43 and a chord which bears N51°24'45"E, 105.16 feet to a point of tangency;
21. thence N37°53'53"E, 72.87 feet to a point of curvature;
22. thence 99.26 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 25°16'38" and a chord which bears N50°32'12"E, 98.46 feet to a point of tangency;
23. thence N63°10'31"E, 138.26 feet to a to a point of curvature;
24. thence 61.82 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 23°36'48" and a chord which bears N51°22'08"E, 61.38 feet to a point of tangency;
25. thence N39°33'44"E, 358.38 feet to a point of curvature;
26. thence 42.48 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 13°54'31" and a chord which bears N32°36'28"E, 42.38 feet to a point of tangency;
27. thence N25°39'12"E, 158.31 feet to a point of curvature;
28. thence 71.54 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 23°25'26" and a chord which bears N13°56'29"E, 71.05 feet to a point of curvature;
29. thence N02°13'46"E, 397.82 feet;
30. thence N04°44'22"E, 47.85 feet to a point on the north line of Section 33 from which the angle point 2 of Tract 106 bears N89°54'45"W, 517.28 feet as monumented by a found 2 ½" GLO brass cap;
31. thence continuing in Lot 10 in the South ½ of Section 28 N04°44'22"E, 102.16 feet to a point of curvature;
32. thence 100.46 feet along a curve to the left having a radius of 130.00 feet, a delta angle of 44°16'28" and a chord which bears N17°23'52"W, 97.97 feet to a point of tangency;
33. thence N39°32'06"W, 133.85 feet to a point of curvature;
34. thence 59.35 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 22°40'15" and a chord which bears N28°11'58"W, 58.97 feet to a point of tangency;
35. thence N16°51'50"W, 170.18 feet to a point of curvature;

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36. thence 115.26 feet along a curve to left having a radius of 175.00 feet, a delta angle of 37°44'11" and a chord which bears N35°43'56"W, 113.19 feet to a point of tangency;
37. thence N54°36'02"W, 140.09 feet to a point of curvature;
38. thence 102.63 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 39°12'11" and a chord which bears N34°59'56"W, 100.64 feet to a point of tangency;
39. thence N15°23'50"W, 23.87 feet to a point of curvature;
40. thence 208.84 feet along a curve to the right having a radius of 350.00 feet, a delta angle of 34°11'13" and a chord which bears N01°41'46"E, 205.75 feet to a point of tangency;
41. thence N18°47'22"E, 146.51 feet to a point of curvature;
42. thence 70.93 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 27°05'32" and a chord which bears N05°14'37"E, 70.27 feet to a point of tangency;
43. thence N08°18'09"W, 46.71 feet to a point of curvature;
44. thence 43.09 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 16°27'29" and a chord which bears N00°04'25"W, 42.94 feet to a point of terminus with south line of Tract 87, both sides of sixty (60) foot driveway and utility easement terminating on said south line of Tract 87 from which angle point 5 of Tract 87 bears S89°55'54"W, 75.46 feet.

Legal Description
By: Greg Eldridge, PLS 30093
Landmark Consultants, Inc.
141 9th Street
Steamboat Springs, CO 80477

EXHIBIT B

Rule 6.3.2
Site Description

(a) Description of the vegetation and soil characteristics in the area of the proposed operation:
The area surrounding the Extraction Site currently consists of rangeland/pastureland. Vegetation in the area of Extraction Site consists of Mountain Shrub/Rangeland on unimproved side-slopes and improved pastureland on fenced upland areas. No timber is located on the area of the proposed operation. *See* Exhibit B-1[1], Land Cover Map.

According to the National Cooperative Soil Survey/Natural Resources Conservation Service, soil in the general area of the Extraction Site consists of Rogert gravelly loam on the sideslopes and Lintim loams on the upland areas. *See* Exhibit B-2, NRCS Soil Resources Report.[2]

The subject property is located within the Routt County Conservation District.

(b) Permanent man-made structures within two hundred (200) feet of affected area and owner of each structure (structures identified on Exhibit A-2)
There are two permanent man-made structures within 200 feet of the affected area: 1) the Existing Access Road, and 2) miscellaneous livestock fences. Both are owned by the Owner of the Subject Property.

(c) Water resources in area of proposed operation

- Goose Creek runs through the E1/2 of Sec. 33, T8N, R85W, 6th P.M., in which the subject property and the Extraction Site are located. At the closest point, Goose Creek is approximately 1,656 feet east of the Extraction Site. The topography of the area separates the Extraction Site from Goose Creek.
- Well Permit No. 318358- (Applicant: BRSTINA, SLADJANA) is located approximately 1,260 feet east/northeast of the Extraction Site. The topography of the area separates the Extraction Site from this well.
- Well Permit No. 167801- (Applicant: TARA SANDERS SOLE PROPRIETOR 401(K) PSP (SANDERS, TARA)) is located approximately 1,423 feet east/northeast of the Extraction Site. The topography of the area separates the Extraction Site from this well.
- Brookshire Res. No. 5 (WDID 5803618) is located approximately 833 feet southwest of the Extraction Site.
- Well Permit No. 302459- (Applicant: MEYER, CLAY) is located approximately 1,392 feet west of the Extraction Site. The topography of the area separates the Extraction Site from this well.

[1] NRCS/Multi-Resolution Land Characteristics Consortium, 2019 CONUS Land Cover.
[2] NRCS Web Soil Survey.

- Brookshire Res. No. 4 (WDID 5803617) is located approximately 1,517 feet northwest of the Extraction Site. The topography of the area separates the Extraction Site from this reservoir.
- Brookshire Spring 2 (WDID 5800972) is located approximately 876 feet northwest of the Extraction Site. The spring location is upslope from the Extraction Site.
- Hostetler Spring #2 (WDID 5802778) is located approximately 546 feet north of the Extraction Site. The spring location is upslope from the Extraction Site.
- Hostetler Spring #1 (WDID 5802777) is located approximately 916 feet northeast of the Extraction Site. The spring location is upslope from the Extraction Site.
- Elk Spring (WDID 5802565) is located approximately 1020 feet northeast of the Extraction Site. The spring location is upslope from the Extraction Site.

Based upon the drilling reports for Well Permit Nos. 302459- and 318358- (attached as Exhibits B-5 and B-6), the area of proposed operation is underlain by bedrock aquifer at a depth of approximately 150 feet. The proposed operation will not result in a discharge into any streams, springs, lakes, stock water ponds, ditches, reservoirs, or aquifers.

Information as to flow rates and water quality conditions is not applicable.

(d) Wildlife Assessment
Not required for 110 Limited Impact Operations per Rule 6.3.2(d).

Attachments:
Exhibit B-1: Land Cover Map (MRLC 2019 CONUS)
Exhibit B-2: Soil Resources Report and Map
Exhibit B-3: Water Resources Map (Aerial)
Exhibit B-4: Water Resources Map (Topo)
Exhibit B-5: Well Permit No. 302459- Documentation
Exhibit B-6: Well Permit No. 318358- Documentation

United States Department of Agriculture

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Routt Area, Colorado, Parts of Rio Blanco and Routt Counties

July 2, 2021

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Contents

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

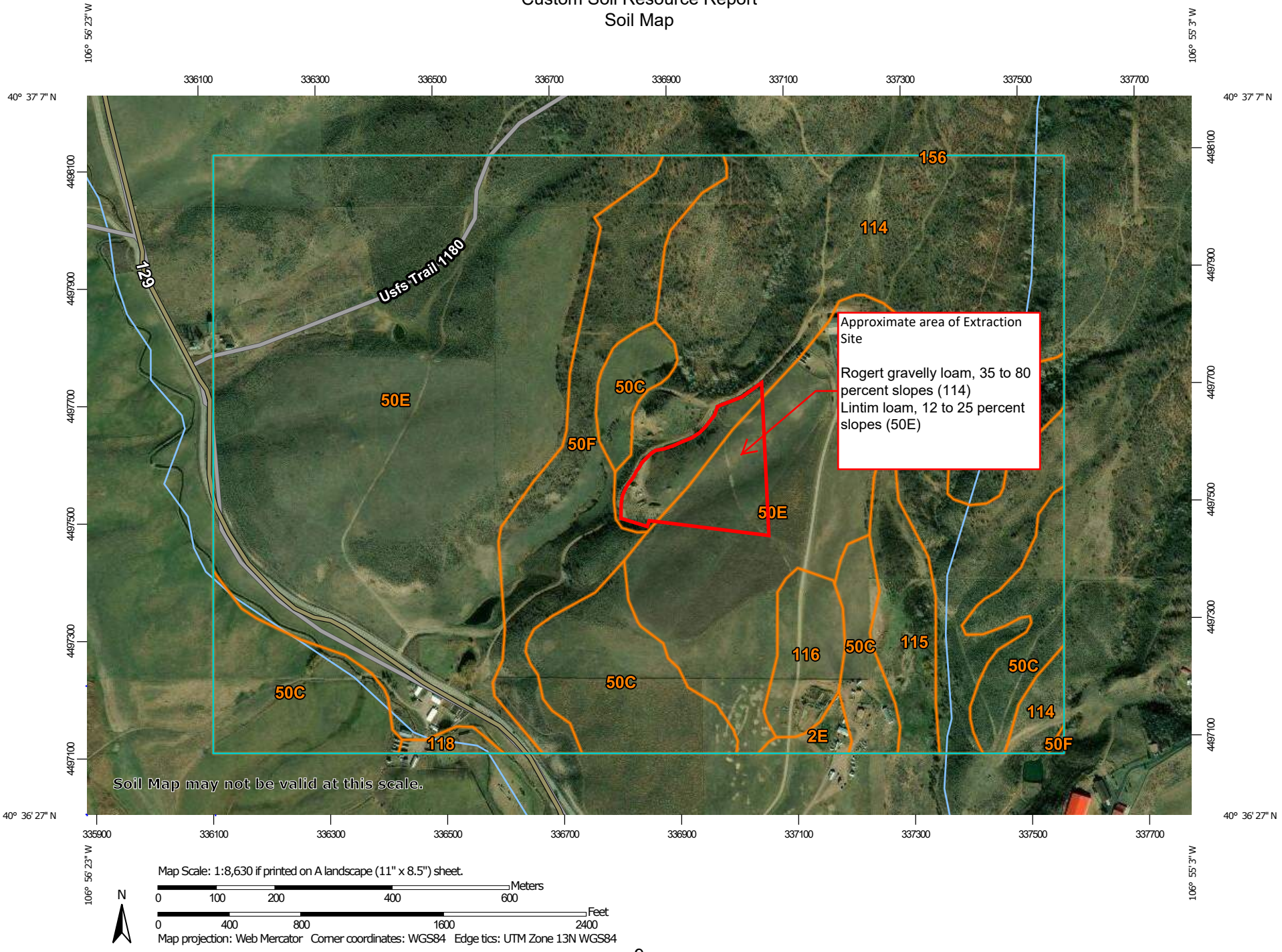
identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Sanders Gravel Pit
Exhibit B-2: Soil Resources Report and Map

Custom Soil Resource Report
Soil Map



Applicant: Tara Sanders

Prepared 7/2/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

Custom Soil Resource Report

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: Routt Area, Colorado, Parts of Rio Blanco and Routt Counties
Survey Area Data: Version 10, Jun 5, 2020

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

Date(s) aerial images were photographed: Jun 10, 2012—Nov 8, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

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
2E	Routtskin loam, 12 to 25 percent slopes	1.7	0.5%
50C	Lintim loam, 3 to 12 percent slopes	50.4	13.7%
50E	Lintim loam, 12 to 25 percent slopes	172.9	47.0%
50F	Routt loam, 25 to 65 percent slopes, very stony	34.4	9.4%
114	Rogert gravelly loam, 35 to 80 percent slopes	89.5	24.4%
115	Gateview cobbly loam, 30 to 75 percent slopes, very bouldery	10.0	2.7%
116	Gateview loam, 10 to 30 percent slopes, extremely stony	7.3	2.0%
118	Hahnspeak silt loam, 0 to 5 percent slopes	1.3	0.4%
156	Egeria clay, 0 to 3 percent slopes	0.0	0.0%
Totals for Area of Interest		**367.5**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different

management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Routt Area, Colorado, Parts of Rio Blanco and Routt Counties

2E—Routtskin loam, 12 to 25 percent slopes

Map Unit Setting

National map unit symbol: k0ds
Elevation: 6,560 to 8,530 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Routtskin and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Routtskin

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Slope alluvium and/or colluvium derived from sandstone and shale

Typical profile

A1 - 0 to 5 inches: loam
A2 - 5 to 14 inches: loam
Bt1 - 14 to 23 inches: gravelly clay loam
Bt2 - 23 to 39 inches: cobbly clay
Bt3 - 39 to 60 inches: clay loam

Properties and qualities

Slope: 12 to 25 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 9.3 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: R048AY247CO
Hydric soil rating: No

Minor Components

Jerry

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY247CO
Hydric soil rating: No

Lintim

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY247CO
Hydric soil rating: No

50C—Lintim loam, 3 to 12 percent slopes

Map Unit Setting

National map unit symbol: k0g9
Elevation: 6,560 to 8,200 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Lintim and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lintim

Setting

Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Slope alluvium derived from shale

Typical profile

A1 - 0 to 5 inches: loam
A2 - 5 to 20 inches: loam

Bt1 - 20 to 30 inches: clay
Bt2 - 30 to 40 inches: clay
BC - 40 to 65 inches: clay

Properties and qualities

Slope: 3 to 12 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 10.2 inches)

Interpretive groups

Land capability classification (irrigated): 6c
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: C
Ecological site: R048AY247CO
Hydric soil rating: No

Minor Components

Evna

Percent of map unit: 10 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Venable

Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY241CO
Hydric soil rating: Yes

Impass

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048BY296CO
Hydric soil rating: No

50E—Lintim loam, 12 to 25 percent slopes

Map Unit Setting

National map unit symbol: k0gb
Elevation: 6,560 to 8,200 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Lintim and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lintim

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from shale

Typical profile

A1 - 0 to 5 inches: loam
A2 - 5 to 20 inches: loam
Bt1 - 20 to 30 inches: clay
Bt2 - 30 to 40 inches: clay
BC - 40 to 65 inches: clay

Properties and qualities

Slope: 12 to 25 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C

Ecological site: R048AY247CO
Hydric soil rating: No

Minor Components

Routt
Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Concave
Across-slope shape: Linear
Ecological site: F048AY449CO
Hydric soil rating: No

Venable
Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY241CO
Hydric soil rating: Yes

Evna
Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Impass
Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048BY296CO
Hydric soil rating: No

50F—Routt loam, 25 to 65 percent slopes, very stony

Map Unit Setting
National map unit symbol: k0gc
Elevation: 6,890 to 8,200 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days

Farmland classification: Not prime farmland

Map Unit Composition

Routt, very stony, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Routt, Very Stony

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from sandstone and shale

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material
A1 - 1 to 12 inches: loam
A2 - 12 to 22 inches: loam
A3 - 22 to 27 inches: loam
B/E - 27 to 29 inches: clay loam
B/E - 29 to 31 inches: loam
Bt1 - 31 to 46 inches: clay
Bt2 - 46 to 65 inches: clay

Properties and qualities

Slope: 25 to 65 percent
Surface area covered with cobbles, stones or boulders: 1.0 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 10.6 inches)

Interpretive groups

Land capability classification (irrigated): 7e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Ecological site: F048AY449CO
Hydric soil rating: No

Minor Components

Impass

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear

Ecological site: R048BY296CO
Hydric soil rating: No

Slater

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F048AY449CO
Other vegetative classification: ASPEN (null_3)
Hydric soil rating: No

Venable

Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY241CO
Hydric soil rating: Yes

114—Rogert gravelly loam, 35 to 80 percent slopes

Map Unit Setting

National map unit symbol: k0jh
Elevation: 6,890 to 9,180 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Rogert and similar soils: 75 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Rogert

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Convex
Parent material: Colluvium over residuum weathered from granite and gneiss

Typical profile

A1 - 0 to 3 inches: gravelly loam
A2 - 3 to 12 inches: very cobbly sandy loam
C - 12 to 16 inches: extremely cobbly sandy loam
R - 16 to 18 inches: bedrock

Properties and qualities

Slope: 35 to 80 percent
Depth to restrictive feature: 12 to 20 inches to lithic bedrock
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Low to moderately high (0.01 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Very low (about 1.5 inches)

Interpretive groups

Land capability classification (irrigated): 8
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: D
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Minor Components

Skyway

Percent of map unit: 10 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY238CO
Hydric soil rating: No

Evna

Percent of map unit: 10 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Rock outcrop

Percent of map unit: 5 percent
Hydric soil rating: No

115—Gateview cobbly loam, 30 to 75 percent slopes, very bouldery

Map Unit Setting

National map unit symbol: k0jj
Elevation: 6,560 to 8,530 feet
Mean annual precipitation: 24 to 28 inches

Mean annual air temperature: 37 to 40 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Gateview, very bouldery, and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Gateview, Very Bouldery

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from igneous and sedimentary rock

Typical profile

A1 - 0 to 1 inches: cobbly loam
A2 - 1 to 14 inches: bouldery loam
AC1 - 14 to 18 inches: very stony loam
AC2 - 18 to 33 inches: very stony sandy loam
C - 33 to 60 inches: very stony sandy loam

Properties and qualities

Slope: 30 to 75 percent
Surface area covered with cobbles, stones or boulders: 2.0 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.71 to 2.13 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): 8
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: B
Ecological site: F048AY449CO
Hydric soil rating: No

Minor Components

Coutis

Percent of map unit: 10 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY238CO
Hydric soil rating: No

Routt

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F048AY449CO
Hydric soil rating: No

Rogert

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Convex
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

116—Gateview loam, 10 to 30 percent slopes, extremely stony

Map Unit Setting

National map unit symbol: k0jk
Elevation: 6,890 to 8,360 feet
Mean annual precipitation: 24 to 28 inches
Mean annual air temperature: 37 to 40 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Gateview, extremely stony, and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Gateview, Extremely Stony

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Slope alluvium and/or colluvium derived from igneous and sedimentary rock

Typical profile

A1 - 0 to 1 inches: loam
A2 - 1 to 12 inches: bouldery loam
A3 - 12 to 20 inches: very stony loam
AC - 20 to 37 inches: very stony sandy loam
C - 37 to 60 inches: very stony sandy loam

Properties and qualities

Slope: 10 to 30 percent
Surface area covered with cobbles, stones or boulders: 5.0 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.71 to 2.13 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): 7s
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Ecological site: F048AY449CO
Hydric soil rating: No

Minor Components

Routt

Percent of map unit: 10 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F048AY449CO
Hydric soil rating: No

Foidel

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY238CO
Hydric soil rating: No

Coutis

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY238CO
Hydric soil rating: No

118—Hahnspeak silt loam, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: k0jm
Elevation: 6,630 to 7,220 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Hahnspeak and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hahnspeak

Setting

Landform: Alluvial fans
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from igneous and sedimentary rock

Typical profile

A1 - 0 to 7 inches: silt loam
A2 - 7 to 12 inches: silt loam
AB1 - 12 to 24 inches: silt loam
AB2 - 24 to 34 inches: silt loam
Bt1 - 34 to 39 inches: silt loam
2Bt2 - 39 to 60 inches: gravelly clay loam

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.21 to 0.71 in/hr)
Depth to water table: About 24 to 39 inches
Frequency of flooding: RareNone
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 10.1 inches)

Interpretive groups

Land capability classification (irrigated): 5c
Land capability classification (nonirrigated): 5c
Hydrologic Soil Group: C
Ecological site: R048AY241CO

Hydric soil rating: No

Minor Components

Handran

Percent of map unit: 5 percent
Landform: Alluvial fans
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Venable

Percent of map unit: 5 percent
Landform: Flood plains
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY241CO
Hydric soil rating: Yes

Elkhead

Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY245CO
Hydric soil rating: No

Slocum

Percent of map unit: 5 percent
Landform: Flood-plain steps
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY241CO
Hydric soil rating: No

156—Egeria clay, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: k0lt
Elevation: 7,280 to 8,530 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Egeria and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Egeria

Setting

Landform: Flood plains
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from sandstone and shale

Typical profile

A1 - 0 to 8 inches: clay
A2 - 8 to 24 inches: clay
C1 - 24 to 42 inches: clay
C2 - 42 to 65 inches: cobbly clay

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: NoneFrequent
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 9.5 inches)

Interpretive groups

Land capability classification (irrigated): 6w
Land capability classification (nonirrigated): 6w
Hydrologic Soil Group: C/D
Ecological site: R048AY241CO
Hydric soil rating: Yes

Minor Components

Tanella

Percent of map unit: 10 percent
Landform: Flood plains
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY245CO
Hydric soil rating: No

Slocum

Percent of map unit: 5 percent
Landform: Flood plains
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY241CO
Hydric soil rating: No

Custom Soil Resource Report

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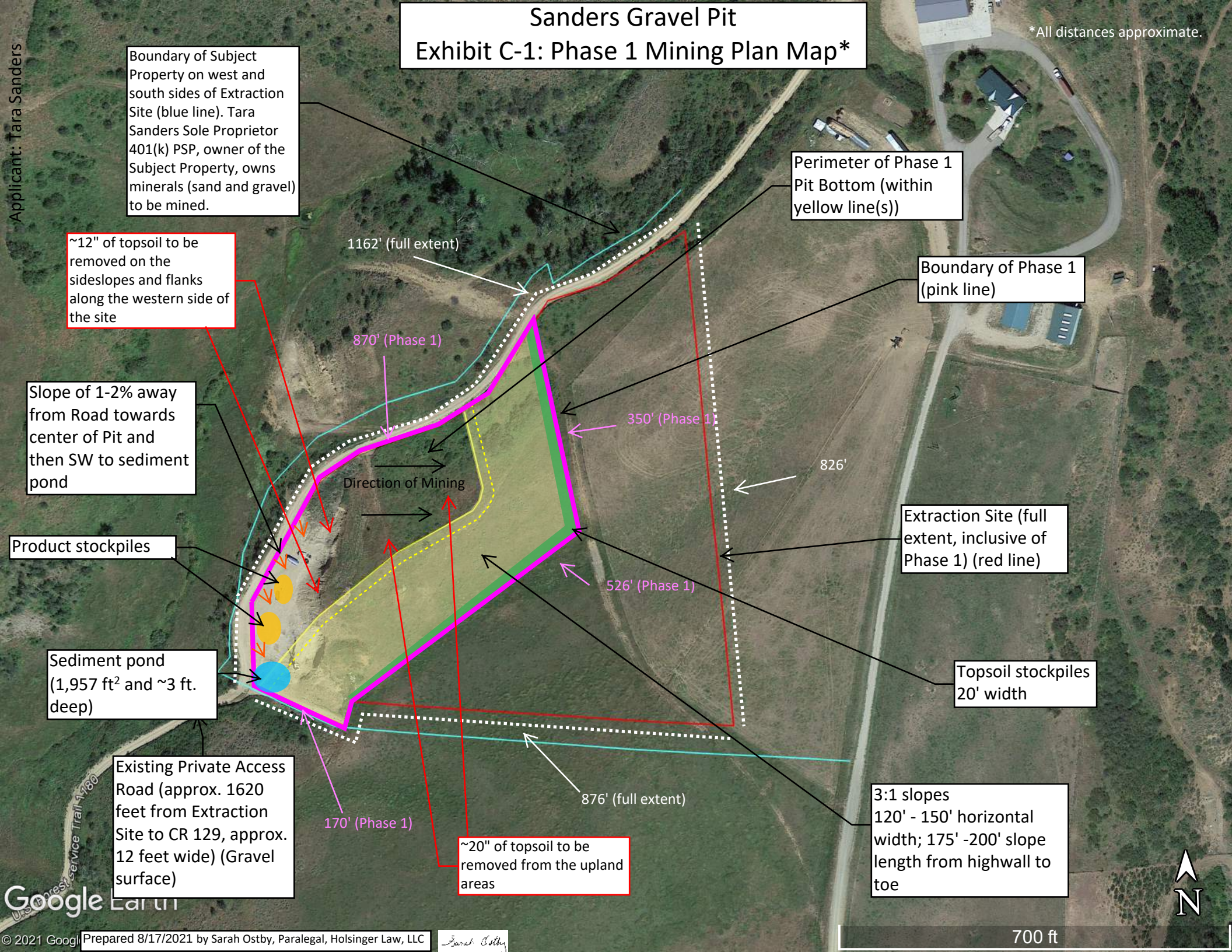
Sanders Gravel Pit
Exhibit C-1: Phase 1 Mining Plan Map*

*All distances approximate.

Applicant: Tara Sanders



Prepared 8/17/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

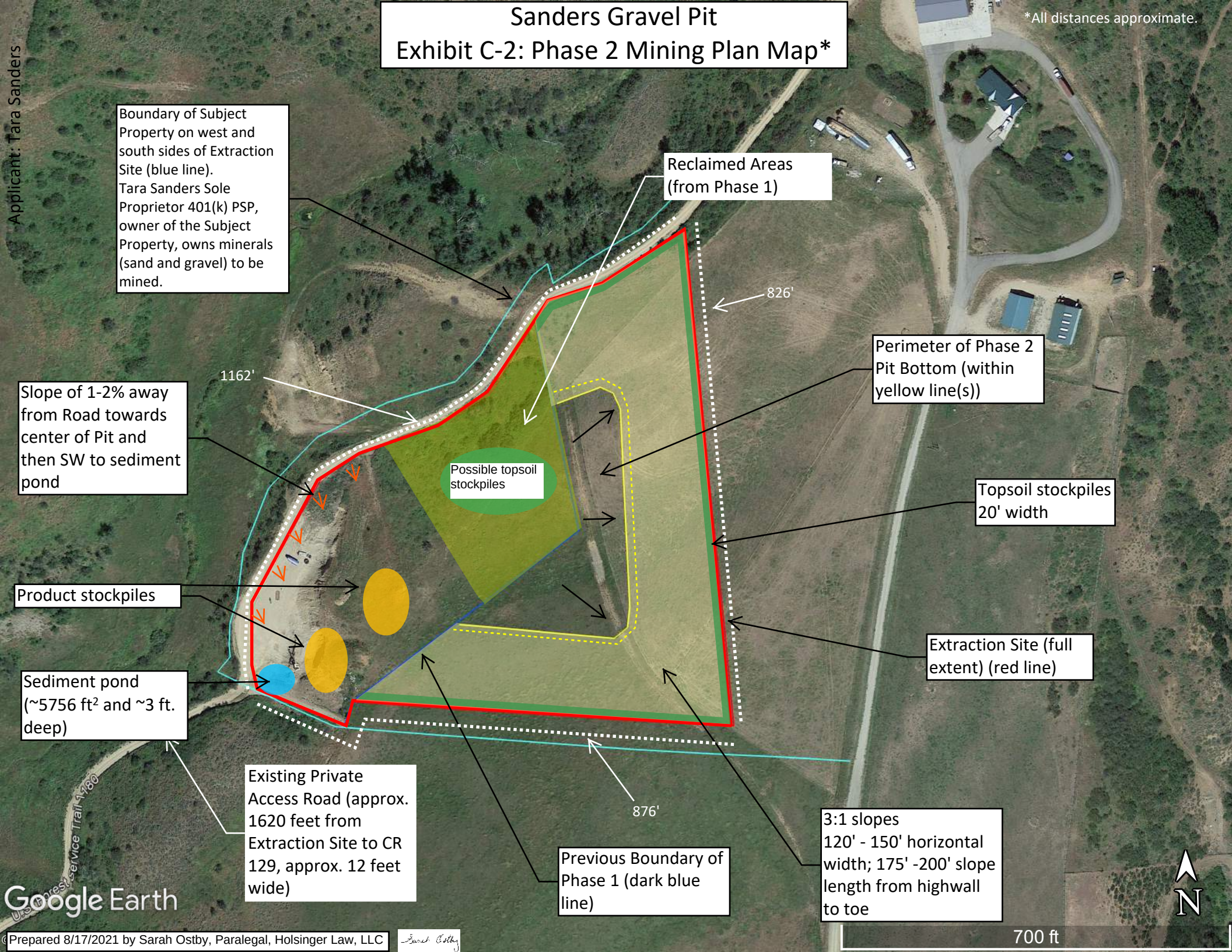
Phase 1 Mining Plan Map Legend:

	Boundary of Subject Property on west and south sides of Extraction Site
	Boundary of Proposed Extraction Site
	Phase 1 Boundary
	Topsoil stockpiles
	3:1 sideslopes
	175’ slope length from highwall to toe of 3:1 sideslopes
	200' slope length from highwall to toe of 3:1 sideslopes
	Product stockpiles
	Sediment pond
	Direction of mining
	1-2% slope from Road to center of Pit

Sanders Gravel Pit
Exhibit C-2: Phase 2 Mining Plan Map*

*All distances approximate.

Applicant: Tara Sanders



Prepared 8/17/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

Phase 2 Mining Plan Map Legend:

	Boundary of Subject Property on west and south sides of Extraction Site
	Boundary of Proposed Extraction Site
	Reclaimed area from Phase 1
	Topsoil stockpiles
	Topsoil stockpiles
	3:1 sideslopes
	175’ slope length from highwall to toe of 3:1 sideslopes
	200' slope length from highwall to toe of 3:1 sideslopes
	Sediment pond
	Product stockpiles
	Direction of mining
	1-2% slope from Road to center of Pit

Exhibit C-3
Stormwater Management Plan

I. Best Management Practices during Mining Activities:

- The Existing Access Road is already covered with gravel to minimize erosion.
- Stormwater runoff from disturbed areas will drain into the gravel pit and will seep into the ground within 72 hours.
- The gravel pit floor will be graded as extraction occurs. Furthermore, the gravel pit floor will be graded at a 1-2% slope in order to direct runoff into the sediment pond (i.e., sediment trap) at the southwestern end of the Extraction Site. This sediment pond will be constructed with a coarse material bottom to allow for infiltration of any stormwater that reports to this pond.
- The approximate size of the sediment pond will be: 1,957 ft^2 (if only Phase 1 is mined) or 5756 ft^2 (if Phase 2 is also mined). The pond will be excavated to an approximate total depth of three feet, of which approximately 6-12 inches will be coarse material across the flat bottom of the sediment pond to allow for stormwater to infiltrate within 72 hours of a storm event. A small berm (12-18 inches high) will be constructed around the south and west sides of the pond which will funnel water to a 25-foot section of the berm which will be coarse rock construction and located in the southwest corner of the pond. This will impede runoff and allow water to safely exit the pond at the southwest corner if it fills to capacity during a storm event.
- Stockpiled topsoil and overburden will be seeded with the seed mix identified in Exhibit C, section (b) in order to stabilize the stockpiles.
- 3:1 side slopes will be maintained around the pit perimeter during mining and will be seeded with the seed mix identified in Exhibit C, section (b) as needed to prevent erosion.
- Where there is a potential for storm water to erode material off of the site, sediment control measures will be installed that could include a combination of berms, silt fence, or erosion control logs.

II. Best Management Practices for Final Site Reclamation (see Exhibit D for detailed reclamation process):

- All disturbed areas will be reseeded with the seed mixture identified in Exhibit D, section 1(c)(iii).
- Site grading will be developed so that concentrated drainage that could result in scour does not occur.

EXHIBIT L
Rule 6.3.12
Permanent Man-Made Structures

There are two permanent man-made structures within two hundred (200) feet of the affected area, which are the Existing Access Road and livestock fences. The Existing Access Road and the livestock fences are owned by the Owner of the Subject Property.

Attachments:

- Exhibit L-1 – Structure Agreement between Tara Sanders Sole Proprietor 401(k) PSP and Tara Sanders

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:

1. Existing Access Road
2. Miscellaneous livestock fences
3. _____
4. _____
5. _____

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

NOTARY FOR STRUCTURE OWNER

ACKNOWLEGED BY:

Structure Owner Tara Sanders Sole Proprietor 401(k) PSP Name By: Tara Sanders Trustee
Tara Sanders, Trustee

Date January 21st, 2022 Title Trustee

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing was acknowledged before me this 21st day of January, 2022, by Tara Sanders as Trustee of Tara Sanders Sole Proprietor 401(k) PSP.

Julie L Hammond My Commission Expires: 12-7-2024
Notary Public

JULIE L. HAMMOND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964019742
My Commission Expires December 7, 2024

CERTIFICATION

The Applicant, Tara Sanders (print applicant/company name), by n/a (print representative's name), as n/a (print representative's title), does hereby certify that Tara Sanders Sole Proprietor 401(k) PSP (structure owner) shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation Permit Application for the Sanders Gravel Pit (operation name), File Number M- 2021 066

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

ACKNOWLEGED BY:

Applicant Tara Sanders Representative Name n/a

Tara Sanders

Date January 21st, 2022 Title Applicant

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing was acknowledged before me this 21st day of January, 20 22, by Tara Sanders as Applicant ~~of~~ .

Julie L Hammond My Commission Expires: 12-7-2024
Notary Public

JULIE L. HAMMOND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964019742
My Commission Expires December 7, 2024

January 25, 2022

Delivered via: Hand-Delivery

Routt County Clerk and Recorder
522 Lincoln Avenue, Suite 21
Steamboat Springs, CO 80487

RE: Sanders Gravel Pit Application (DRMS File No. M-2021-066)
Routt County, Colorado

Dear Clerk and Recorder:

On October 21, 2021, Tara Sanders' application for a Construction Materials Limited Impact (110) Reclamation permit from the Colorado Mined Land Reclamation Board was provided to your office for public inspection (not recording).

Enclosed please find several amended exhibits to be placed with said Application (also not to be recorded). These amended exhibits consist of the following:

Exhibits A-1, A-2, A-4 (updated);
Exhibit A-5 (updated);
Exhibit B (updated);
Exhibit B-2 (updated);
Exhibit C-1 (updated);
Exhibits C-2 and C-3 (updated); and
Exhibits L (updated), and L-1 (new).

Please do not replace the exhibits currently on file with the amended exhibits, but merely include the amended exhibits with the original Application, along with a copy of this letter.

Please do not hesitate to contact us with any questions you may have.

Sincerely,

HOLSINGER LAW, LLC

Sarah Ostby

Sarah Ostby, *Paralegal*

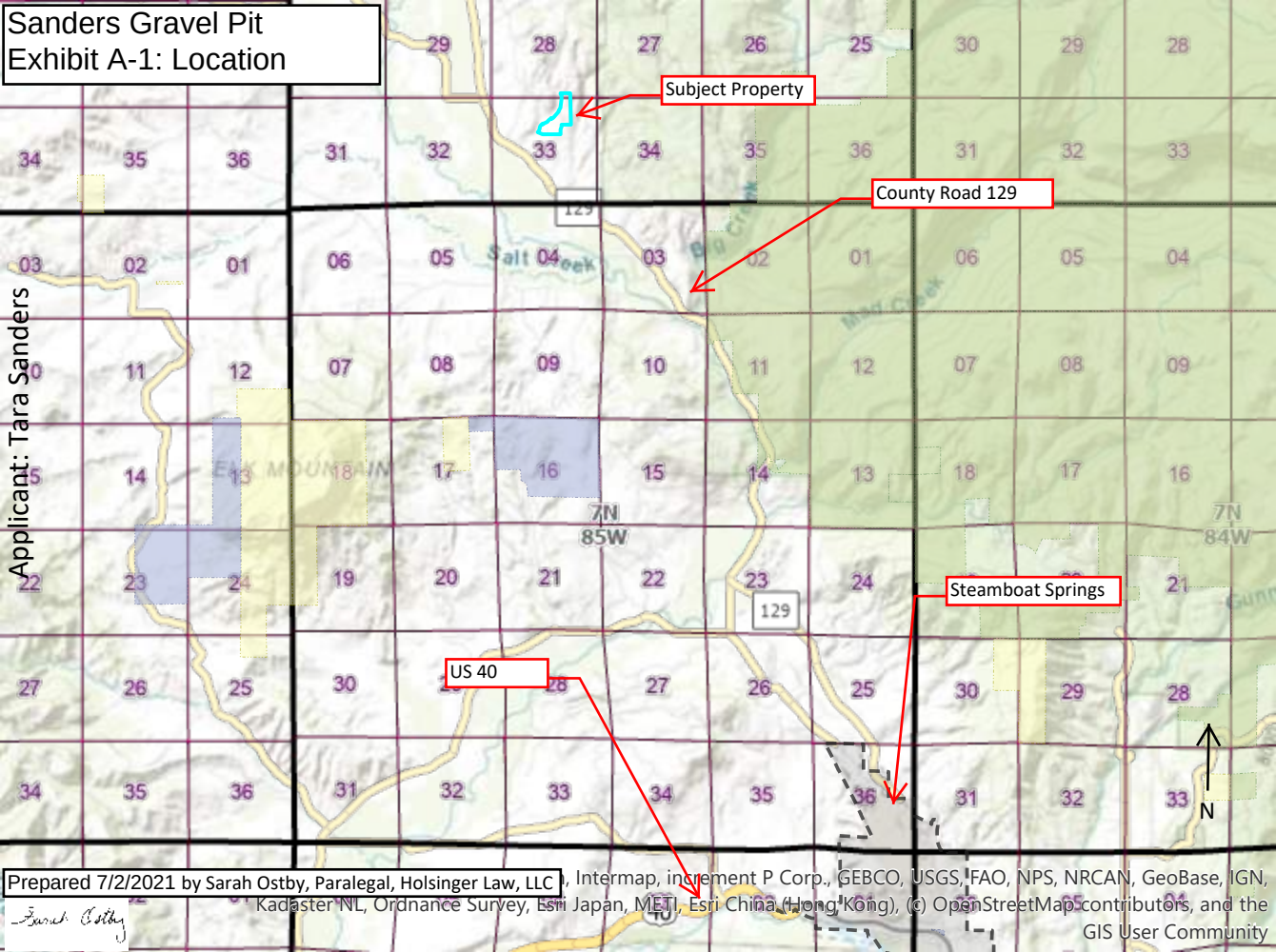
Encl.

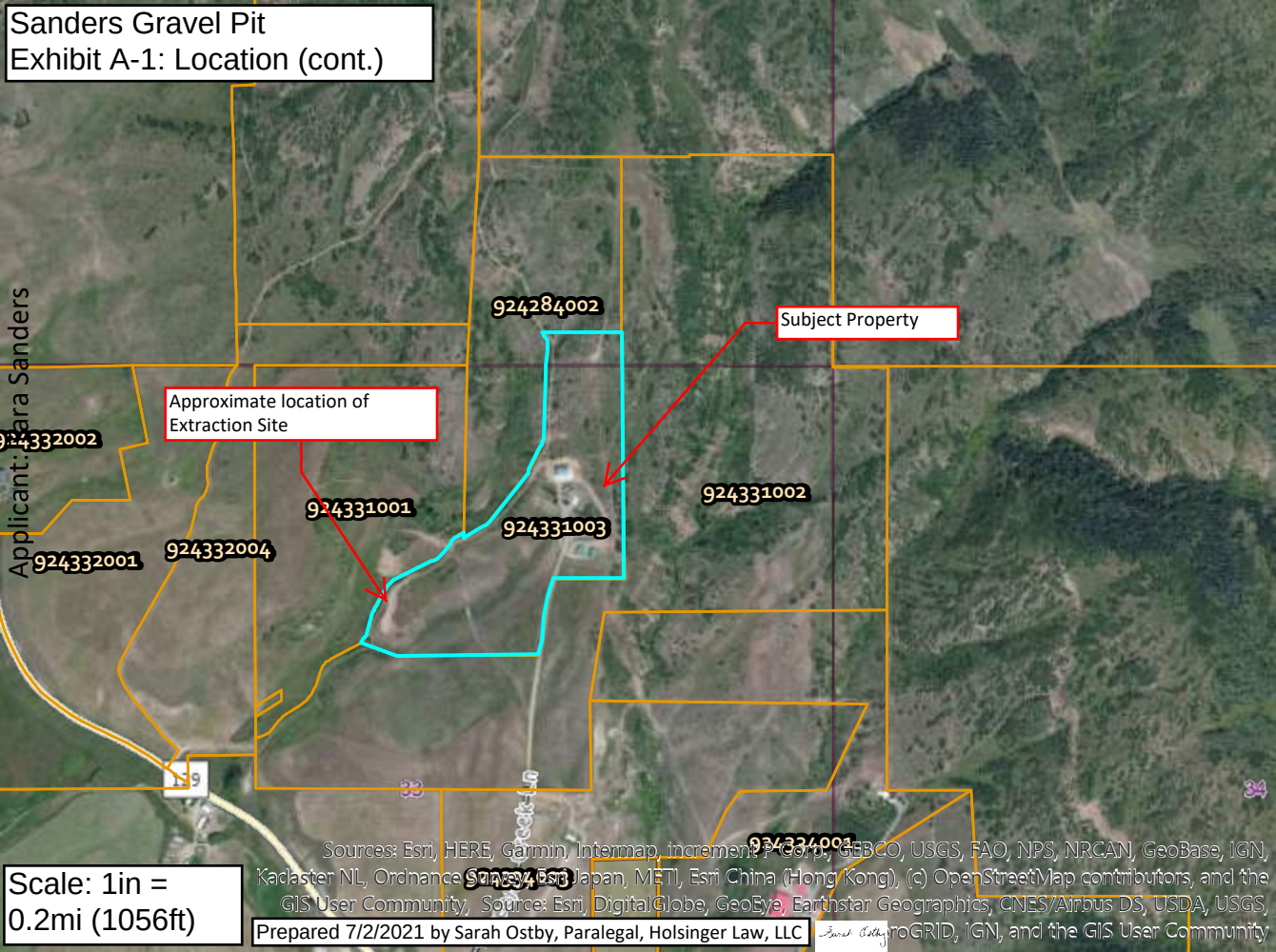
Kent Holsinger, *Manager*
Jack Silver, *Of Counsel*
David L. Kueter, *Of Counsel*
Terry Jo Epstein, *Of Counsel*

P: (303) 722-2828
F: (303) 496-1025
www.holsingerlaw.com

1800 Glenarm Place
Suite 500
Denver, CO 80202

Holsinger Law, LLC

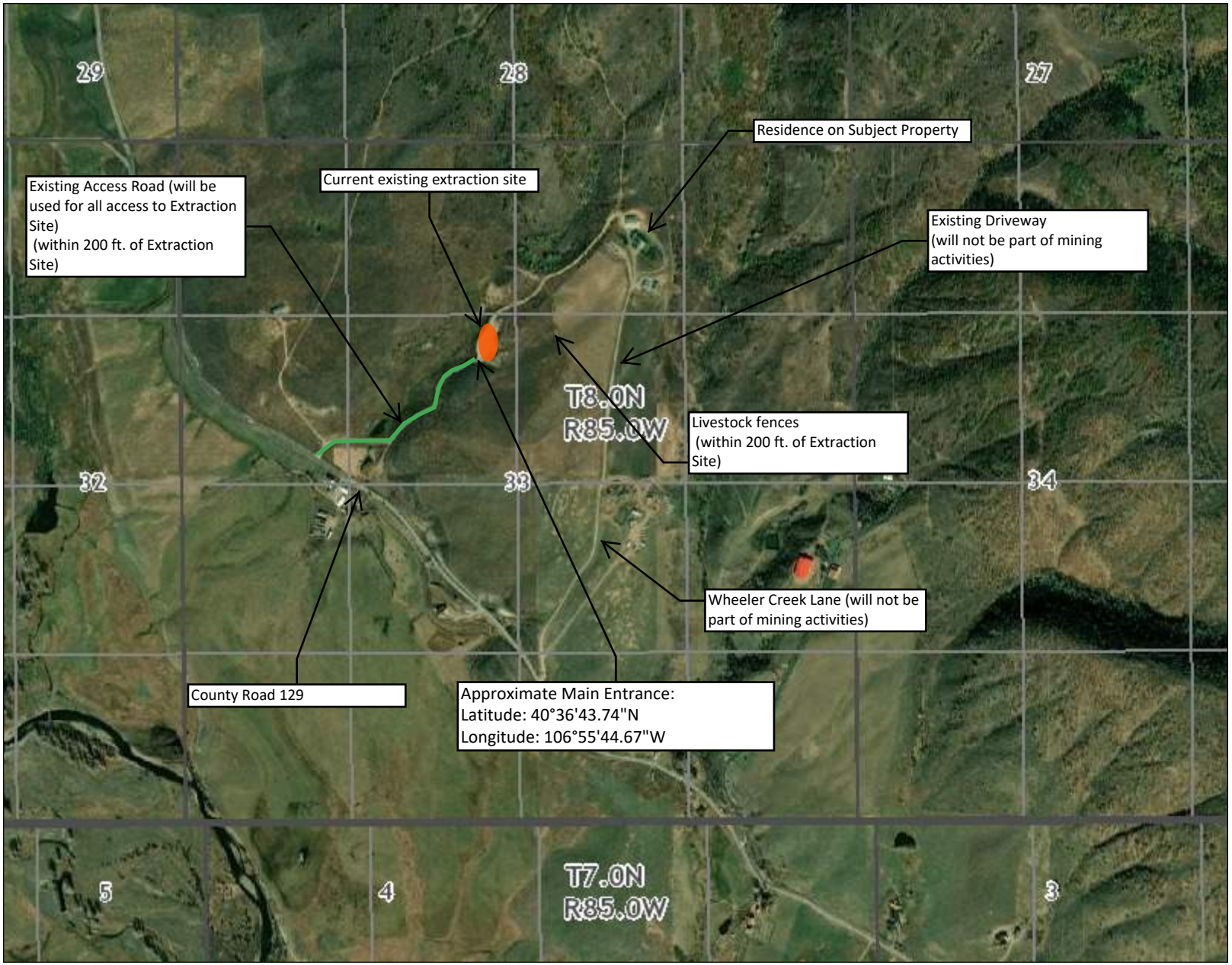

Sanders Gravel Pit
Exhibit A-1: Location
Subject Property
County Road 129
Steamboat Springs
US 40
7N
85W
7N
84W
Applicant: Tara Sanders
N
Prepared 7/2/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC
, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community


Sanders Gravel Pit
Exhibit A-1: Location (cont.)
Applicant: Sara Sanders
924284002
Subject Property
Approximate location of Extraction Site
924332002
924331001
924331003
924331002
924332001
924332004
924334001
Scale: 1in = 0.2mi (1056ft)
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Prepared 7/2/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

COLORADO'S
Decision Support Systems
CWCB / DWR

Sanders Gravel Pit - Exhibit A-2: Location Map

Applicant: Tara Sanders



Legend

- Township
- Section
- Q40
- County

Location

Notes

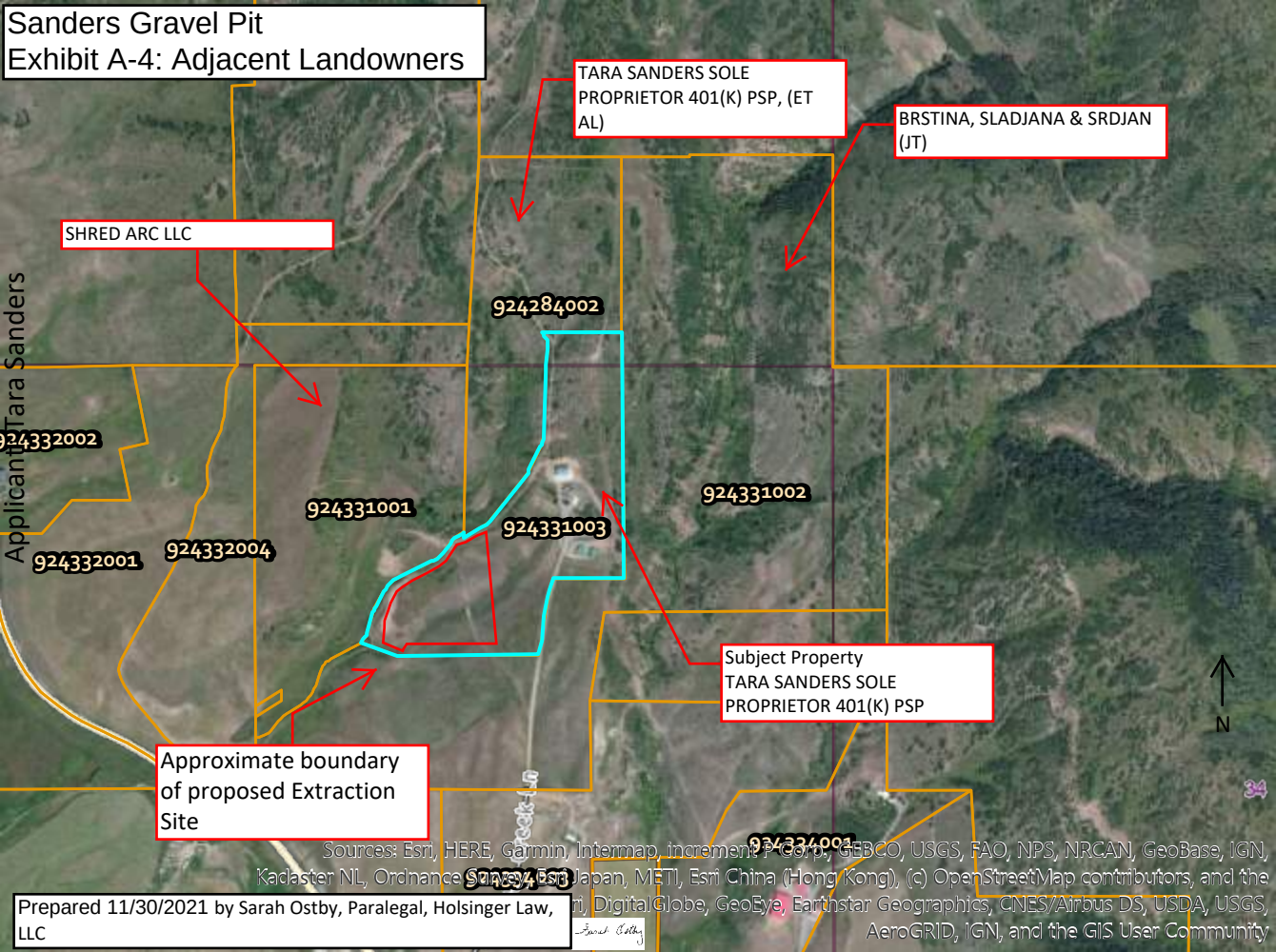
2,339 0 1,169 2,339 Feet

1: 14,032

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 7/2/2021 12:04:38 PM

Prepared 7/2/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC


Sanders Gravel Pit
Exhibit A-4: Adjacent Landowners
TARA SANDERS SOLE PROPRIETOR 401(K) PSP, (ET AL)
BRSTINA, SLADJANA & SRDJAN (JT)
SHRED ARC LLC
Applicant: Tara Sanders
924284002
924332002
924331001
924331002
924331003
924332001
924332004
Subject Property
TARA SANDERS SOLE PROPRIETOR 401(K) PSP
Approximate boundary of proposed Extraction Site
924334001
N
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
Prepared 11/30/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

AGREEMENT FOR ACCESS AND UTILITY EASEMENT AND IMPROVEMENTS

THIS AGREEMENT FOR ACCESS AND UTILITY EASEMENT AND IMPROVEMENTS ("Agreement") is made as of the 10th day of June, 2005, by and among WARREN RANCH, INC., a Colorado corporation ("Warren Ranch"), PAUL HOSTETLER, also known as PAUL E. HOSTETLER ("Hostetler"), TROY R. BROOKSHIRE (Troy Brookshire"), JAMES L. BROOKSHIRE ("James Brookshire") and THE BROOKSHIRE FAMILY TRUST, a/k/a The Family Trust, a Testamentary Trust created under the Last Will and Testament of Donald E. Brookshire, Deceased, dated April 28, 1980, as amended August 25, 1993, admitted to probate on November 21, 1997 in Case No. 97PR33, Routt County District Court ("Brookshire Trust"). In this Agreement, Troy Brookshire, James Brookshire and the Brookshire Trust are sometimes collectively referred to as the "Brookshires." The address of Warren Ranch is P.O. Box 770041, Steamboat Springs, Colorado 80477, the address of Hostetler is P.O. Box 1967, Nokomis, Florida 34274, the address of the Brookshires is P.O. Box 771301, Steamboat Springs, Colorado 80477.

EXPLANATORY STATEMENT

The parties own parcels of real property in Routt County, Colorado with certain common boundaries. Warren Ranch owns the parcels described on ***Exhibit A*** (the "Warren Ranch Property"), Hostetler owns the parcels described on ***Exhibit B*** (the "Hostetler Property"), Troy Brookshire owns the parcel described on ***Exhibit C*** (the "Troy Brookshire Property") and Troy Brookshire, James Brookshire and the Brookshire Trust own the parcels described on ***Exhibit D*** (the "Brookshire Family Property"). The Troy Brookshire Property and the Brookshire Family Property are sometimes referred to in this Agreement collectively as the "Brookshire Properties." By this Agreement, the parties desire to establish an easement for ingress and egress and utilities, and also desire to set forth their agreements with respect to the construction and maintenance of access and utility improvements within such easement.

IN CONSIDERATION of the explanatory statement, which is incorporated into this Agreement, and the promises, covenants and conveyances set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and convey as follows:

1. Certain Definitions. In addition to terms defined elsewhere in this Agreement, for purposes of this Agreement the following terms shall have the meanings indicated:

(a) "Benefited Owner" or "Benefited Owners" shall mean the Owner or Owners of one or more of the Benefited Properties, including their heirs, devisees, assigns and other successors in title.

(b) "Benefited Property" shall mean a property that is benefited by the Easement. Each of the Properties is a Benefited Property.

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(c) "Common Road" shall mean the common private road and related improvements (including the Entry Gate) constructed and maintained within the Easement Area pursuant to this Agreement. The Common Road shall not include Connecting Private Driveways and associated improvements.

(d) "Common Improvements" shall mean the Common Road and Common Utilities, if any.

(e) "Common Utilities" shall mean utility improvements installed within the Easement Area that are designed, sized and intended to provide service to more than one of the Properties. Common Utilities shall include only that portion of the utility improvements intended to provide service to more than one Property. For example, utility lines shall be Common Utilities only for the length of the line intended to provide service to more than one Property, and separate connections to Common Utilities, together with associated switches, valves, meters and similar improvements, shall not be part of Common Utilities. Metered Common Utilities shall be designed to accommodate separate meters and other facilities to allow the discontinuation of service to one party utilizing Common Utilities without interrupting service to others using Common Utilities.

(f) "Connecting Private Driveway" shall mean a private driveway that intersects with the Common Road, together with related improvements for vehicular or other access from the Common Road to an Owner's Property.

(g) "Easement Area" shall mean the area described on ***Exhibit E***.

(h) "Entry Gate" shall mean a gate constructed and maintained within the Easement Area restricting public access to the Common Road from Routt County Road 129. The Entry Gate shall be placed in a location on Parcel 3 of the Brookshire Family Property within the Easement Area, as selected by mutual agreement of the Owners of the Hostetler Property, the Warren Ranch Property and Parcel 3 of the Brookshire Family Property.

(i) "Exit Point" shall mean the point on the Common Road that a Connecting Private Driveway intersects with the Common Road.

(j) "Owner" or "Owners" shall mean the respective Owner and/or Owners of a Property (including a subdivided portion of a Property), including their heirs, devisees, assigns and other successors in title, as the context may require.

(k) "Permanent Dwelling" shall mean a permanent residential structure designed to be used for year-round occupancy containing 1,000 or more square feet of interior floor space and that is constructed on a property after the date of this Agreement. The parties acknowledge that as of the date of this Agreement there is one Permanent Dwelling on the Hostetler Property and there are no other Permanent Dwellings located on any of the Properties.

(l) "Property" or "Properties" shall mean the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property and/or the Brookshire Family Property, as the

context may require. References to a "Property" shall include each legally subdivided portion of such Property.

2. Establishment of Easement. The Brookshires hereby create, declare, establish and sell and convey to the Brookshires for the benefit of the Brookshire Properties, to Hostetler for the benefit of the Hostetler Property and to Warren Ranch for the benefit of the Warren Ranch Property, and Hostetler hereby creates, declares, establishes and sells and conveys to Hostetler for the benefit of the Hostetler Property, to Warren Ranch for the benefit of the Warren Ranch Property and to the Brookshires for the benefit of the Brookshire Properties a perpetual non-exclusive easement, on the terms and conditions set forth in this Agreement, for access and for a common private road and for underground utilities and underground and surface facilities associated with underground utilities (the "Easement"). The Easement is located in the Easement Area.

3. Purposes, Uses and Limitations of the Easement.

(a) The Easement shall be perpetual and irrevocable and shall run with the Benefited Properties. Subject to the terms, conditions and restrictions set forth in this Agreement, the Easements shall benefit Owners of the Benefited Properties, their respective successors in title to the Benefited Properties and the entities providing utility services to the Benefited Properties, whether public or private, provided that utility service providers shall benefit from the Easement and may use the Easement only for the purpose of providing utility services to the Benefited Properties. The parking or storing of vehicles, equipment or materials of any sort in the Easement Areas is prohibited. Further, except for the Entry Gate and except for one gate that may be constructed on the boundary between Parcel 3 of the Brookshire Family Property and the Hostetler Property and one gate that may be constructed on the boundary between the Hostetler Property and the Warren Ranch Property, gates shall not be constructed across the Common Road within the Easement Area.

(b) Subject to the provisions of this Agreement, the purposes of the Easement are:

A. To provide a way for vehicular, pedestrian and livestock access (within the Easement Area only) between Routt County Road 129 and the northern boundary of the Hostetler Property, for the benefit of each of the Properties benefited by the Easement. Without limiting the generality of the foregoing, subject to the provisions of this Agreement the Easement includes rights (i) to construct, maintain, reconstruct, improve, repair and use within the Easement Area the Common Road and Connecting Private Driveways, together with related improvements including the Entry Gate, shoulders, culverts, ditches, drainage facilities, perimeter fences, landscaping and similar improvements, and (ii) to plow, store and remove snow and ice which may fall or accumulate within the Easement Area.

B. To provide a way for underground utilities of any type serving each of the Properties benefited by the Easement. Without limiting the generality of

the foregoing, subject to the provisions of this Agreement the Easement includes rights (i) to construct, maintain, reconstruct, improve, repair and use within the Easement Area underground utility lines of any type providing service to the Properties benefited by the Easement, including, without limitation, water, sewer, electricity, telecommunications, cable television and natural gas, and (ii) to construct, maintain, reconstruct, improve, repair and use within the Easement Area underground and surface improvements and facilities associated with such underground utility lines including, without limitation, meters, meter pits, taps, transformers, relays, junctions, switches, valves, gates, manholes and pumps.

4. Provisions Regarding Construction and Maintenance of Common Road Improvements within the Easement Area.

(a) Unless otherwise agreed by the Owner of the Warren Ranch Property and the Hostetler Property, the Common Road shall be constructed during the 2005 building season. Unless otherwise agreed by the Owners of the Warren Ranch Property and the Hostetler Property, when the Common Road is constructed it shall extend the entire length of the Easement Area, from County Road 129 to the northern boundary of the Hostetler Property, and shall include associated culverts, ditches, drainage facilities and the Entry Gate. The Common Road shall be well constructed in accordance with Routt County standards for rural private roadways serving more than two single-family residential parcels. The initial construction of the Common Road shall be performed by the Owners of the Warren Ranch Property and the Hostetler Property or by a professional road-building contractor selected by mutual agreement of such Owners. Each of the Owners shall cooperate as reasonably requested to allow initial construction of the Common Road. At the time of initial construction, the Common Road shall be covered with sufficient gravel to be suitable for use by passenger and other light vehicles, pedestrians and horses on a year-round basis. The Owner of the Warren Ranch Property and the Owner of the Hostetler Property shall be responsible for the payment of fifty percent (50%) of the actual cost of the initial construction of the Common Road. Actual costs of initial construction shall include the reasonable value of labor and equipment contributed by the Owners of the Warren Ranch Property and the Hostetler Property. Each such Owner shall pay (or reimburse to the paying Owner on demand) their respective shares of such costs.

(b) After initial construction, the Common Road shall be kept, maintained and repaired in a safe, neat, attractive and functional condition. The Common Road shall be maintained to allow travel along the entire length of the Common Road within the Easement Area, and except as provided in Section 4(c) with respect to the plowing and removal of snow, the cost of such maintenance shall be paid or reimbursed by the Owners of the Properties benefited by the Easement as follows:

(i) Maintenance costs shall be paid or reimbursed by the Owners of the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property and Parcel 1 of the Brookshire Family Property. As long as there is not more than one Permanent Dwelling on any of such Properties and none of such Properties have been

legally subdivided, the cost of maintaining the Common Road shall be payable by the Owners of such Properties in the following proportions:

Warren Ranch Property	33.33%
Hostetler Property	33.34%
Troy Brookshire Property and Parcel 1, Brookshire Family Property, collectively	33.33%

(ii) After either the construction of more than one Permanent Dwelling on either the Warren Ranch Property, the Hostetler Property, the Troy Brookshire Property or Parcel 1 of the Brookshire Family Property or the legal subdivision of any of such Properties, the cost of maintaining the Common Road shall be allocated to and payable by the Owners of such Properties as follows: One equal share shall be allocated to each of such Properties and to each legally subdivided portion of such Properties, and if any of such Properties (or legally subdivided portion thereof) has constructed thereon more than one Permanent Dwelling, an additional equal share shall be allocated to each such Property (or subdivided portion thereof) with more than one Permanent Dwelling. The allocated shares shall be payable by the Owners of the Properties in question. For example, if the Warren Ranch Property, although not legally subdivided, contains two Permanent Dwellings, two equal shares shall be allocated to and payable by the Owner of the Warren Ranch Property, or if the Hostetler Property is legally subdivided into two parcels, one equal share shall be allocated to and payable by the Owner of each of such subdivided parcels. Notwithstanding the foregoing, for purposes of applying this part (ii) only, the Troy Brookshire Property and Parcel 1 of the Brookshire Family Property shall collectively be considered a single Property, provided that if either of such Properties is subdivided, the subdivided portion shall be a separate Property.

(iii) The Owners of Parcel 2 and Parcel 3 of the Brookshire Family Property shall not be obligated to contribute to the cost of maintaining the Common Road pursuant to this Section 4(b), but nothing herein shall limit the obligation of such Owners pursuant to other provisions of this Agreement.

(c) Notwithstanding Section 4(b), the following provisions shall be applicable to the plowing and removal of snow from the Common Road:

(i) Until the construction of the second Permanent Dwelling which uses the Common Road for access, the Owner of the Hostetler Property may from time to time cause the portion of the Common Road between Routt County Road 129 and the Exit Point of the Connecting Private Drive for the existing Primary Residence on the Hostetler Property to be plowed and shall pay one hundred percent (100%) of the cost associated therewith, except to the extent one or more of the other Owners may agree to pay a portion of such costs. Any other Owner of a Property benefited by the Easement may cause additional portions of the Common Road to be plowed from time to time and shall pay one hundred percent (100%) of the cost associated therewith, except to the extent one or more of the other Owners may agree to pay a portion of such cost.

(ii) After construction of the second Permanent Dwelling utilizing the Common Road for access, each Owner of a Property benefited by the Easement shall notify the other Owners of Properties benefited by the Easement whether such Owner desires to use the Common Road for winter access to such Owner's Property. Any such notice by an Owner shall remain in effect until subsequent contrary notice is given by such Owner to each other Owner. Each Owner of a Property benefited by the Easement giving notice that such Owner desires to utilize the Common Road for winter access to such Owner's Property is referred to in this paragraph as a "Participating Owner." The Participating Owner whose Exit Point is the farthest from Routt County Road 129 shall arrange for the plowing and snow removal from the Common Road from Routt County Road 129 to such Owner's Exit Point, sufficient to allow year-round access by four-wheel drive passenger vehicles to each of the Participating Owners' Exit Points, including the plowing of snow each time it accumulates to a depth of 6 inches or more. The cost of such snow plowing and removal shall be paid by the Participating Owners as follows: Each Participating Owner shall pay an equal share of the reasonable costs of plowing from Routt County Road 129 to the first Exit Point of a Participating Owner (the "First Owner"). Each Participating Owner other than the first Owner shall pay an equal share of the reasonable costs of plowing from the first Owner's Exit Point to the Exit Point of the Owner second closest to Routt County Road 129 (the "Second Owner"), and each Participating Owner other than the First Owner and the Second Owner shall pay an equal share of the reasonable costs of plowing from the second Exit Point to the third Exit Point, and so on. Any Owner of a Property benefited by the Easement that is not a Participating Owner may cause additional portions of the Common Road to be plowed from time to time and the plowing Owner shall pay one hundred percent (100%) of the costs associated therewith except to the extent one or more of the other Owners agrees to pay a portion of such costs. Notwithstanding any other provision of this paragraph, if an Owner (including such Owner's family members, guests, invitees, contractors or agents) who is not a Participating Owner utilizes the portions of the Common Road plowed by Participating Owners on more than six (6) occasions during any plowing season, such Owner shall be deemed to have elected to be a Participating Owner for such plowing season and shall pay (or reimburse to the Participating Owners) a share of the costs of plowing payable by the Participating Owners, calculated in the manner set forth above based on such Owner's Exit Point (or if the Common Road is not plowed to such Owner's Exit Point, the farthest Exit Point from Routt County Road 129).

(d) At the time of the initial construction of the Common Road, a ranch-style Entry Gate shall be installed unless the Owners of the Hostetler Property and the Warren Ranch Property agree to install at that time an automatic Entry Gate as described below. Any ranch-style Entry Gate shall be kept closed but not locked unless otherwise agreed by all of the Owners of Properties benefited by the Easement. If a ranch-style Entry Gate was installed, at the time of the construction of the second Permanent Dwelling utilizing the Common Road for access, the Entry Gate shall be replaced with an automatic gate and appropriate landscaping. The automatic Entry Gate shall be capable of being operated from vehicles and Permanent Dwellings, and each of the Owners of Properties benefited by the Easement shall be provided with a means for operating such gate. The design and construction of such automatic gate and associated landscaping shall be as mutually approved by the Owners of the Warren Ranch Property and the

Hostetler Property, and the costs of installing and maintaining such gate shall be paid by such Owners in the percentages specified in Section 4(a).

(e) After initial construction of the Common Road, the location of the Common Road shall be surveyed and, if the Common Road is not wholly within the Easement Area, the parties agree to amend the description of the Easement Area to reflect the actual location of the Common Drive, by appropriate recorded instrument. The cost of the survey shall be paid by the Owners of the Hostetler Property and the Warren Ranch Property in the percentages specified in Section 4(a).

(f) Notwithstanding Section 4(a) or Section 4(b), the Owner of the Hostetler Property may elect to pave any portion of the Common Road located on the Hostetler Property, and any such paving shall be installed and maintained at the sole expense of the Owner of the Hostetler Property.

5. Provisions Regarding Construction and Maintenance of Utility Improvements Within the Easement Area.

(a) Any Owner of a Property benefited by the Easement (the "Installing Owner") may install Common Utilities within the Easement Area at such Owner's expense. No Owner shall be obligated to install or connect to Common Utilities. If after an Owner has installed Common Utilities another Owner of a Property benefited by the Easement (the "Connecting Owner") desires to connect to such Common Utilities to provide service to the Connecting Owner's Property, the Connecting Owner may make connection to the Common Utilities at the Connecting Owner's expense, including the installation of improvements and facilities to provide separate service to the Connecting Owner's Property. As a condition to making the connection, the Connecting Owner shall pay to the Installing Owner the Connecting Owner's proportionate share of the Installing Owner's actual cost of Installing the Common Utilities. The Connecting Owner's proportionate share is determined by the number of connections to the Common Utilities. For example, the Installing Owner shall pay one hundred percent (100%) of the cost of initial installation of the Common Utilities. Thereafter, if a second Owner desires to connect to the Common Utilities, the Connecting Owner shall pay all the costs of the connection and fifty percent (50%) of the amount paid by the Installing Owner for the initial installation of the Common Utilities. Upon such payment to the initial Installing Owner, the Connecting Owner shall be deemed an Installing Owner for purposes of the application of this paragraph upon subsequent connections by other Owners to the Common Utilities. Thereafter, if a third Owner desires to connect to the Common Utilities, such Connecting Owner shall pay all the costs of the connection and shall pay one-third of the costs of the initial installation, which amount shall be paid in equal shares to the prior Installing Owners.

(b) Prior to connection to Common Utilities by more than one Owner, maintenance of the Common Utilities shall be at the sole expense of the Owner utilizing the utilities. After the connection of more than one Owner to Common Utilities, each of the Owners connected to Common Utilities shall be obligated to pay an equal share of the actual and reasonable costs incurred to maintain the Common Utilities. Each Owner shall be solely

responsible for all charges for utility service to such Owner's Property and the improvements thereon.

6. Damage. Ordinary wear and tear to Common Improvements resulting from normal use by light passenger vehicles, light equipment, pedestrians and livestock shall be the joint responsibility of the Owners, and the cost for maintaining and repairing the same shall be paid by the Owners in the proportions specified in Sections 4(b) and 5 above, as applicable. Notwithstanding any other provision of this Agreement, any damage to the Common Improvements other than such ordinary wear and tear (including, for example, damage from heavy truck traffic or construction equipment) caused by an Owner or such Owner's occupants, guests, invitees, contractors or similar parties shall be repaired at the sole cost of such Owner. Any Owner responsible for damage other than ordinary wear and tear shall promptly arrange for such damage to be repaired at such Owner's expense, and if such Owner fails to do so within three (3) days after notice from any other Owner (or immediately if the Common Improvement is inoperable as a result of the damage), such other Owner may arrange for the repair of such damage, and the responsible Owner shall promptly pay or reimburse the cost thereof, with interest as provided in Section 7(b).

7. Enforcement and Remedies.

(a) General Provisions. This Agreement is intended to benefit and may be enforced by the Benefited Owners and is not intended to benefit and may not be enforced by any other party. Any benefited party may enforce this Agreement by any appropriate means, including, without limitation, an action for damages, injunctive relief and/or specific performance. In any arbitration or legal proceeding (including appellate proceedings) to interpret or enforce the provisions of this Agreement, the prevailing party shall be awarded such party's reasonable attorney fees and costs incurred in asserting or defending the claim. The rights and remedies for enforcement of this Agreement shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

(b) Monetary Obligations. As a condition to any payment or reimbursement by one Owner to another Owner of costs incurred in connection with the construction or maintenance of Common Improvements, the Owner incurring the cost shall provide to any requesting Owner reasonable evidence of the costs incurred and payment thereof, if applicable. No Owner is obligated to advance any other Owner's share of the costs of constructing or maintaining Common Improvements. If any Owner fails to pay when due its share of any construction or maintenance costs or any other amount for which such Owner is obligated pursuant to this Agreement, the delinquent Owner shall be obligated to pay to the party entitled to receive the unpaid amount interest on the unpaid amount from the date such amount was due until paid at the rate of eighteen percent (18%) per annum. The delinquent Owner shall also be obligated to pay all costs incurred by the party entitled to payment in collecting the amount due from the delinquent Owner, including costs of suit or arbitration and reasonable attorneys' fees, including costs and fees incurred in arbitration, suit and appellate proceedings.

(c) Lien. If any Owner fails to pay any amount due pursuant to this Agreement within thirty (30) days after receipt of notice from another Owner stating the intent to implement the lien provided for in this paragraph, the Owner who has not been paid may record a statement of lien

against the Property owned by the delinquent Owner with respect to which the past due amount is owing. The lien statement shall specify the amount due from the delinquent Owner for which a lien is claimed, provided that any error or misstatement of the amount due shall not affect the validity of the lien with respect to the amount actually due. From and after the date of recording of the statement of lien, a lien shall exist on the Property owned by the delinquent Owner in favor of the Owner filing the lien statement, which lien shall include all amounts owing by the delinquent Owner, including interest, costs of collection and attorneys' fees. Such lien may be foreclosed as a mortgage on real property, and in any foreclosure proceeding the foreclosing party or parties shall be entitled to purchase the Property of the delinquent Owner at the foreclosure sale.

(d) Personal Obligations. Each Owner shall be personally obligated to pay all amounts owing pursuant to this Agreement attributable to the Property owned by such Owner. If there is more than one Owner of a Property, all such Owners shall be jointly and severally personally obligated to pay all amounts owing pursuant to this Agreement attributable to such Property. Each Owner shall be obligated to pay amounts attributable to a Property incurred from and after the date such Owner acquires title to a Property. No Owner shall be relieved from any obligation to pay amounts due pursuant to this Agreement as a result of such Owner's failure to use the Common Improvements or conveyance or abandonment of such Owner's Property. In the event any Owner transfers its Property (or any portion thereof), such Owner shall remain liable for amounts accruing prior to the date of transfer, but shall have no obligation for amounts accruing with respect to the transferred Property after the date of transfer. A successor Owner shall not be liable for unpaid amounts owing by a predecessor Owner unless a statement of lien with respect to amounts owing by the predecessor Owner has been recorded pursuant to Section 8(c) prior to the recording of the instrument of transfer to the successor Owner.

8. General Provisions.

(a) Covenants are Cumulative. Each provision of this Agreement is cumulative and independent and is to be construed without reference to any other provision dealing with the same subject matter or imposing similar or dissimilar restriction.

(b) Waivers. No provision of this Agreement may be waived except by an instrument in writing signed by the party to be charged with the waiver. No waiver shall be a continuing waiver unless expressly so stated in the instrument of waiver. The failure to enforce any provision of this Agreement shall not constitute a waiver of or impair the effectiveness of this Agreement.

(c) Duration; Successors. The Easement and the provisions of this Agreement shall be perpetual, shall run with the land and shall bind and benefit the heirs, devisees, assigns and other successors in title to the Properties burdened and benefited by the Easement.

(d) Amendment. This Agreement may be amended only with the consent of all the Owners of the Benefited Properties. Any amendment shall be effective upon recording in the real property records of Routt County written instruments (which may be executed in counterparts) setting forth the amendment executed by all the Owners of the Benefited Properties.

(e) Headings and Exhibits. The captions and headings used in this Agreement are intended solely for convenience of reference, and shall not be considered in construing any of the provisions of this Agreement. All of the Exhibits attached hereto are incorporated into this Agreement by reference.

(f) Gender and Number. In this Agreement, the singular number shall include the plural, the plural the singular, and use of any gender shall include all other genders, as appropriate.

(g) Governing Law. This Agreement shall be governed by and construed under the laws of the state of Colorado, without regard to conflict of laws principles.

(h) Owners' Addresses. Each Owner shall notify the other Owners of its address for purposes of this Agreement. Billings, notices and other communications to Owners from the other Owners shall be sent to such addresses. Any Owner may change its address for purposes of this Agreement by giving notice to the other Owners at the addresses specified pursuant to this Section. In the event any Owner shall not specify its address for purposes of this Agreement, the address of such Owner reflected on the property tax records of the Routt County, Colorado assessor shall be used for purposes of this Agreement. Notices shall be deemed received the earlier of actual receipt or five (5) business days after deposit in United States mail, postage prepaid and addressed as indicated above.

(i) ***Arbitration.*** Except as otherwise provided in this Section 8(i), any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, or the rights or obligations of the parties hereto shall be determined and decided through binding arbitration in Routt County, Colorado before a single neutral arbitrator. The arbitration proceeding shall be subject to the provisions of the Colorado Uniform Arbitration Act, Colo. Rev. Stat. §13-22-201, *et seq.* or the corresponding provisions of any subsequent law. The arbitrator shall be selected by mutual agreement of the parties to the arbitration, provided that if the parties fail to agree on a single neutral arbitrator within fifteen (15) days after the initial demand for arbitration, any party may petition a court of competent jurisdiction in Routt County, Colorado to appoint a single neutral arbitrator, and the arbitrator selected by the court shall conduct the proceedings. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties shall not be required to arbitrate proceedings in which the relief claimed includes the foreclosure of a lien pursuant to Section 7(c), and in any such proceeding brought in court the court shall have authority to decide all issues in the controversy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

WARREN RANCH, INC., a Colorado corporation

By _____ Pres.
(Title)

_____
Paul Hostetler, also known as Paul E. Hostetler

_____
Troy R. Brookshire

_____
James L. Brookshire

THE BROOKSHIRE FAMILY TRUST, a/k/a The Family Trust, a Testamentary Trust Created Under the Last Will and Testament of Donald E. Brookshire, Deceased, dated April 28, 1980 and amended August 25, 1993

By _____ as Trustee
Ardys L. Brookshire, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 16 day of May, 2005, by Stephen G. Cavanagh as President of Warren Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: My commission expires October 26, 2008

{SEAL}

CHERYL M. ANTALEK NOTARY PUBLIC STATE OF COLORADO

Cheryl M Antalek
Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 27 day of APRIL, 2005, by Paul Hostetler, also known as Paul E. Hostetler.

Witness my hand and official seal.
My commission expires: September 9, 2007

{SEAL}

Caroline H Taylor
My Commission DD248307
Expires September 09 2007

Caroline H Taylor
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 10th day of June, 2005, by Troy R. Brookshire.

Witness my hand and official seal.
My commission expires: MY COMMISSION EXPIRES 7/25/[illegible]

{SEAL}

M. TERESA VESTAL NOTARY PUBLIC STATE OF COLORADO

M Teresa Vestal
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this 10th day of June, 2005, by James L. Brookshire.

Witness my hand and official seal.
My commission expires: MY COMMISSION EXPIRES [illegible]

{SEAL}

M. Teresa Vestal
Notary Public

M. TERESA VESTAL NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
) ss.
COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 10th day of June, 2005, by Ardys I. Brookshire as Trustee of The Brookshire Family Trust, a/k/a The Family Trust, a Testamentary Trust created under the Last Will and Testament of Donald E. Brookshire, Deceased, dated April 28, 1980 and amended August 25, 1993.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES [illegible]

{SEAL}

M. Teresa Vestal
Notary Public

M. TERESA VESTAL NOTARY PUBLIC STATE OF COLORADO

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EXHIBIT A
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS

Warren Ranch Property

Parcel 1:

Township 8 North, Range 85 West of the 6th P.M.:

Original Survey	Resurvey
Section 21: SE1/4 SE1/4	Tract 79D
Section 22: SW1/4 SW1/4	Tract 79C
Section 27: SW1/4 NE1/4 NW1/4	Tract 78A
Section 27: S1/2 NW1/4 NW1/4	Tract 78B
Section 28: NE1/4 NE1/4	Tract 78C
Section 28: SE1/4 NE1/4	Tract 78D
Section 27: SW1/4 NW1/4	Tract 78E
Section 27: NW1/4 SE1/4 NW1/4	Tract 78F
Section 28: NE1/4 NW1/4, W1/2 NE1/4, NW1/4 SE1/4	Tract 87

EXCEPTING and excluding from said Tract 87, Section 28, a tract of land conveyed in the Deed recorded in Book 208 at Page 173 and being more particularly described as follows: All that portion of Tract 87 in NE1/4 NW1/4 of Section 28, Township 8 North, Range 85 West of the 6th P.M.

Together with, and not as an exception:
Township 8 North, Range 85 West of the 6th P.M.
Section 27: Lots 3, 4, 5, 6 and 7, W1/2 E1/2, S1/2 SW1/4
Section 28: Lot 6

County of Routt, State of Colorado.

Parcel 2:

A tract of land in the Southeast corner of Tract 103 located in the West ½ of Section 33, Township 8 North, Range 85 West of the 6th P.M., Routt County State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 and recorded in Routt County records Book 140, Page 345 on December 29, 1925; more particularly described as follows:

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Beginning at a point, the same being an iron post which is the corner 4 of tract 104 and corner 3 of tract 105 of the resurvey of Section 33, Township 8 North, Range 85 West of the 6th P.M. and running northerly on a line between said tract 103 and 105 for a distance of 208.7 feet; thence angling left 90° or westerly at a distance of 417.5 feet; thence angling left 90° or southerly for 208.7 feet; thence angling left 90° or easterly for 417.5 feet to the place of beginning. All of said parcel of land being situate within Section 33, Township 8 North, Range 85 West of the 6th P.M.

TOGETHER WITH a portion of Tract 104 located in the SW ¼ of Section 33, Township 8 North, Range 85 West of the 6th P.M., Routt County State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922; more particularly described as follows: All of said Tract 104 lying northerly and easterly of the west prescriptive easement and right of way of Routt County Road 129, the east line being west line of Tract 107 of the said resurvey and the intersection of said Routt County Road 129 westerly right of way; thence N00°27'04"W, 248.75 feet along said west line of Tract 107 to Angle point 2 of said Tract 107; thence continuing along said west line of Tract 107 N00°34'00"W, 1319.11 feet to angle point 1, Tract 104 of said Resurvey.

County of Routt, State of Colorado

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EXHIBIT B
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS

Hostetler Property

Parcel 1:

A parcel of land located in Lot 11 and Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33;

Thence N 02°57'53" E 1296.79 feet across Lot 10, Section 28, to corner 5 Tract 87;

Thence N 89°44'41" E 1320.00 feet to corner 6 Tract 87;

Thence N 00°02'26" E 16.94 feet to a point on the North line of Lot 11 said Section 28;

Thence along the North line of said Lot 11, N 89°55'08" E 900.42 feet, to a point on the East line of said Section 28;

Thence S 00°04'17" E 1324.05 feet to the correction corner common to Section 33, Section 34, and Tract 106 (also being the SE corner of Lot 11 and the SE corner of Section 28);

Thence N 89°51'26" W 1509.39 feet to a point on the North line of Tract 106;

Thence N 89°54'45" W 779.77 feet to the POINT OF BEGINNING.

EXCEPT a portion of Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, as conveyed in the deed recorded at Reception 546903, more particularly described as follows:

A parcel of land located in Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West, of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33, Township 8 North, Range 85 West, of the 6th P.M.

Thence N 02°57'53" E 1296.79 feet across said Lot 10, Section 28, to the corner 5 (SW corner) of Tract 87;

Thence along South line of Tract 87, N 89°44'41" E 713.38 feet;

Thence S 00°01'46" W 1299.43 feet, to a point on the North line of said Tract 106, Section 33;

Thence N 89°54'45" W 779.77 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land located in Section 33 (Tract 105 and 106), Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 4 said Tract 105;

Thence N 89°36'12" W 1168.16 feet to corner 3 Tract 105;

Thence N 00°02'09" E 2637.13 feet to corner 2 Tract 105;

Thence N 89°46'41" E 974.52 feet to the N1/4 corner said Section 33;

Thence S 89°39'42" E 355.56 feet to corner 1 Tract 105;

Thence S 89°54'45" E 779.77 feet to a point on the north line of Tract 106;

Thence S 00°01'46" W 2652.23 feet;

Thence N 89°36'12" W 942.00 feet to the POINT OF BEGINNING.

EXCEPT a tract of land in said Tract 105 bounded by a line described as follows:

Beginning at a point on the West line of said Tract 105, 444 feet North of corner 3 of said Tract 105;

Thence N 59°00' E 190 feet;

Thence running northerly and parallel with said West line of said Tract 105, 68 feet;

Thence S 59°00' W 190 feet to an intersection with the West line of said Tract 105;

Thence southerly along the said West line of said Tract 105, 68 feet to the POINT OF BEGINNING, conveyed to Bennett Savage by deed recorded in Book 140 at Page 571.

Parcel 3:

A parcel of land located in Lot 10, SE1/4, Section 28, Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, more particularly described as follows:

Beginning at corner 2 Tract 106, Section 33, Township 8 North, Range 85 West of the 6th P.M.

Thence N 02°57'53" E 1296.79 feet across said Lot 10, Section 28, to the corner 5 (SW corner) of Tract 87;

Thence along South line of Tract 87 N 89°44'41" E 713.38 feet;

Thence S 00°01'46" W 1299.43 feet, to a point on the North line of said Tract 106, Section 33;

Thence N 89°54'45" W 779.77 feet to the TRUE POINT OF BEGINNING.

Parcel 4:

A parcel of land located in Sections 33 and 34 (Tract 105 and Tract 106), Township 8 North, Range 85 West of the 6th P.M., more particularly described as follows:

Beginning at AP2 of Tract 106, said AP2 being on the north line of a tract of land as described in instrument recorded at Reception No. 557830, Routt County records;

Thence S 89°54'45" E 779.77 feet along the north line of Tract 106 and the tract described at said Reception No. 557830 to the TRUE POINT OF BEGINNING;

Thence S 89°51'26" E 1509.39 feet to the correction corner common to Section 33, Section 34 and Tract 106;

Thence N 89°50'49" E 343.57 feet to AP1 of Tract 106;

Thence S 00°01'46" W along the east line of said Tract 106, 1821.52 feet to the northernmost corner point of a parcel of land described in deed recorded in Book 640, Page 1258, Routt County records, being also the northernmost point of Tract A of the Plat of Randall & Wheeler Land Exemption, File No. 10,787, Routt County records;

Thence along the west boundary of said parcel of land and said Tract A S 24°55'55" W 304.13 feet;

Thence N 89°36'12" W 1724.94 feet to a point on the east line of the tract of land as described in instrument recorded at Reception No. 557830, Routt County records;

Thence N 00°01'46" E along the east line of said tract of land a distance of 2088.21 feet to the True Point of Beginning, containing 88.6 acres, more or less.

Basis Bearing: Assumed per Nereson Legal Description of N 89°36'12" W along the south line of Tract 105, between AP4 and AP3, both found GLO brasscaps.

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EXHIBIT C
TO
AGREEMENT FOR ACCESS AND
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Troy Brookshire Property

A tract of land located in Lots 6 and 7, W1/2 W1/2 SW1/4 SE1/4, and W1/2 W1/2 NW1/4 SE1/4, of Section 22, Township 8 North, Range 85 West of the 6th P.M., Routt County, Colorado, being more particularly described as follows:

Said tract being all that part of Lots 6 and 7, W1/2 W1/2 SW1/4 SE1/4, and W1/2 W1/2 NW1/4 SE1/4, of Section 22 lying south of the following described line:

BEGINNING at a point on the line between AP 1 and AP 6 of Tract 79 from which AP 1 Tract 79 bears N 00deg 31min 54sec W 2637.98 feet; thence N 86deg 24min 32sec E 1216.15 feet to a point on the east line of the W1/2 W1/2 NW1/4 SE1/4 of Section 22.

Bearings are based upon the line between AP 1 and AP 6 of Tract 79 being N 00deg 31min 54sec W (true north).

County of Routt, State of Colorado.

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EXHIBIT D
TO
AGREEMENT FOR ACCESS AND
UTILITY EASEMENTS AND IMPROVEMENTS

Brookshire Family Property

Parcel 1:

Township 8 North, Range 85 West, 6th P.M.

SECTION 22: Lots 4, 5 and 8, NE1/4, E1/2 NW1/4 SE1/4, E1/2 W1/2 NW1/4 SE1/4, E1/2 SW1/4 SE1/4, and E1/2 W1/2 SW1/4 SE1/4

SECTION 23: Lot 2, and W1/2 W1/2 of Lot 1

Parcel 2:

Township 8 North, Range 85 West, 6th P.M.

Section 28: Lots 4, 5, 7, 8 and 9, all that portion of Lot 10 lying west of a line (if drawn) between corner 5 of Tract 87 and corner 2 of Tract 106, and all that portion of Tract 87 in NE1/4 NW1/4

TOGETHER WITH a parcel of land located in Tract 88 of Section 28, T8N, R85W, of the 6th P.M., Routt County, Colorado.

Beginning at a point on the south line of Tract 88 from which AP 4 of Tract 88 bears S 89°35'03" E 160.59 feet. Said point being in a fence line;

Thence N 76°53'09" E 20.43 feet along said fence;
Thence N 70°04'00" E 28.94 feet along said fence;
Thence N 01°10'11" E 102.83 feet along said fence;
Thence N 00°12'22" E 242.30 feet along said fence;
Thence N 00°06'37" E 90.41 feet along said fence;
Thence N 00°13'16" E 135.17 feet along said fence;
Thence N 00°24'57" E 131.51 feet along said fence;
Thence N 00°03'01" W 219.40 feet along said fence;
Thence N 00°27'22" E 167.92 feet along said fence;
Thence N 02°02'35" E 20.64 feet along said fence;
Thence N 00°04'10" E 90.85 feet along said fence;
Thence N 00°06'35" E 79.02 feet along said fence;
Thence N 00°16'53" W 48.78 feet along said fence;

Thence N 01°45'08" W 110.56 feet along said fence;
Thence N 00°51'51" W 143.64 feet along said fence;
Thence N 00°41'18" W 57.07 feet along said fence;
Thence N 01°54'03" W 96.98 feet along said fence;
Thence N 88°05'57" E 139.80 feet to the east line of Tract 88. Said line being the line between AP 1 and AP 4 of said Tract 88;
Thence S 00°45'37" W 1757.36 feet along said east line of Tract 88 to AP 4 of said Tract 88;
Thence N 89°35'03" W 160.59 feet along the south line of said Tract 88 to the Point of Beginning.

Containing 4.91 acres more or less.

Bearings are based upon grid north with the line between AP 4 and AP 3 of Tract 88 being N 89°35'03" W. AP 4 being an aluminum cap affixed to an aluminum pipe properly marked for AP 4 Tract 88 and stamped BTK LS 24318 and a standard GLO brass cap found for AP 3, Tract 88.

Parcel 3:

Township 8 North, Range 85 West, 6th P.M.

Section 32: E 1/2 NE 1/4)
) also designated Tract 103
Section 33: W 1/2 NW 1/4)

EXCLUDING THEREFROM a tract of land conveyed by warranty deed recorded in Book 140, Page 345, Routt County records.

AND EXCLUDING THEREFROM a tract of land in a portion of Tract 103, Sections 32 and 33, T8N, R85W, 6th P.M., described as follows:

Beginning at AP 3 Tract 88, a point on the northern boundary of Tract 103, Section 33;
Thence along said northern boundary of Tract 103 S89°32'00"W 703.88 feet more or less to the intersection with the easterly right of way of a country road,
Thence S19°59'08"E 35.67 feet along said right of way to a point of curvature,
Thence along said easterly right of way on a curve to the right a distance of 89.75 feet and whose chord bears S14°46'30"E 89.63 feet,
Thence S09°33'52"E 170.76 feet along said easterly right of way to a point of curvature,
Thence along said right of way on a curve to the left a distance of 168.56 feet and whose chord bears S18°41'41"E 167.85 feet,
Thence S27°49'30"E 550.18 feet along said easterly right of way to a point of curvature,
Thence on a curve to the right along said easterly right of way a distance of 100.58 feet and whose chord bears S20°18'54"E 100.30 feet,
Thence S89°19'28"E 27.00 feet to a fence corner,
Thence S89°19'28"E 257.17 feet along a fence line to a fence corner,

Thence N42°43'18"E 286.49 feet along a fence line to a fence corner,
Thence S89°11'41"E 358.34 feet along a fence line to a fence corner,
Thence N11°20'16"W 328.15 feet,
Thence N78°39'44"E 182.58 feet,
Thence N11°20'16"W 488.80 feet to the northern boundary of said Tract 103,
Thence S89°29'00"W 560.25 feet along said northern boundary of Tract 103 to the point of beginning.

Bearings are based on the south line of said Tract 88 bearing S89°29'00"W.

AND EXCLUDING THEREFROM all that part of Tract 103, Sections 32 and 33, T8N, R85W, 6th P.M., lying westerly of the west right of way of Routt County Road 129 and south of the right of way of Routt County Road 54.

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EXHIBIT E
TO
AGREEMENT FOR ACCESS AND UTILITY EASEMENTS AND IMPROVEMENTS

Driveway/Utility Easement Area

A non-exclusive driveway and utility easement sixty (60) feet in width being thirty (30) feet on each side of said centerline located in a portion of Tracts 104, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 more particularly described as follows:

Commencing at angle point 3 of Tract 105 as monumented by a found 2 ½" GLO brass cap from which angle point 4 of Tract 105 bears S89°36'12"E, 1168.16 feet as monumented by a found 2 ½" GLO brass cap, said line being the basis of bearing for this legal description; thence N74°24'16"W, 568.24 feet to a point on the northeast line of the prescriptive easement and right of way of Routt County Road 129 based upon the surveyed centerline, said point being the point of beginning for this legal description; thence the following forty-four courses:

1. N34°42'23"E, 56.02 feet to a point of curvature;
2. thence 120.31 feet along a curve to the right, having a radius of 130.00 feet, a delta angle of 53°01'24" and a chord which bears N61°13'06"E, 116.06 feet to a point of tangency;
3. thence N87°43'48"E, 259.57 feet to a point of curvature;
4. thence 23.14 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 5°18'11" and a chord which bears N85°04'42"E, 23.13 feet to a point of tangency;
5. thence N82°25'37"E, 156.99 feet to a point of curvature;
6. thence 109.54 feet along a curve to the left, having a radius of 150.00 feet, a delta angle of 41°50'25" and a chord which bears N61°30'24"E, 107.12 feet to a point of tangency;
7. thence N40°35'12"E, 73.36 feet to a point of curvature;
8. thence 89.84 feet along a curve to the right, having a radius of 300.00 feet, a delta angle of 17°09'28" and a chord which bears N49°09'55"E, 89.50 feet to a point of tangency;
9. thence N57°44'39"E, 78.36 feet to a point of tangency;
10. thence 174.94 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 40°05'39" and a chord which bears N37°41'50"E, 171.40 feet to a point of tangency;
11. thence N17°39'01"E, 73.20 feet to a point of curvature;

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12. thence 100.31 feet along a curve to the right having a radius of 130.00 feet, a delta angle of 44°12'30" and a chord which bears N39°45'16"E, 97.84 feet to a point of tangency;
13. thence N61°51'31"E, 191.45 feet to a point of curvature;
14. thence 122.12 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 46°38'51" and a chord which bears N38°32'05"E, 118.78 feet to a point of tangency;
15. thence N15°12'40"E, 130.12 feet to a point of curvature
16. thence 39.20 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 14°58'24" and a chord which bears N22°41'52"E, 39.09 feet to a point of tangency;
17. thence N30°11'04"E, 96.49 feet to a point of curvature;
18. thence 136.43 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 34°44'33" and a chord which bears N47°33'20"E, 134.35 feet to a point of tangency;
19. thence N64°55'37"E, 208.70 feet to a point of curvature;
20. thence 106.14 feet along a curve to the left having a radius of 225.00 feet, a delta angle of 27°01'43 and a chord which bears N51°24'45"E, 105.16 feet to a point of tangency;
21. thence N37°53'53"E, 72.87 feet to a point of curvature;
22. thence 99.26 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 25°16'38" and a chord which bears N50°32'12"E, 98.46 feet to a point of tangency;
23. thence N63°10'31"E, 138.26 feet to a point of curvature;
24. thence 61.82 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 23°36'48" and a chord which bears N51°22'08"E, 61.38 feet to a point of tangency;
25. thence N39°33'44"E, 358.38 feet to a point of curvature;
26. thence 42.48 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 13°54'31" and a chord which bears N32°36'28"E, 42.38 feet to a point of tangency;
27. thence N25°39'12"E, 158.31 feet to a point of curvature;
28. thence 71.54 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 23°25'26" and a chord which bears N13°56'29"E, 71.05 feet to a point of curvature;
29. thence N02°13'46"E, 397.82 feet;
30. thence N04°44'22"E, 47.85 feet to a point on the north line of Section 33 from which the angle point 2 of Tract 106 bears N89°54'45"W, 517.28 feet as monumented by a found 2 ½" GLO brass cap;
31. thence continuing in Lot 10 in the South ½ of Section 28 N04°44'22"E, 102.16 feet to a point of curvature;
32. thence 100.46 feet along a curve to the left having a radius of 130.00 feet, a delta angle of 44°16'28" and a chord which bears N17°23'52"W, 97.97 feet to a point of tangency;
33. thence N39°32'06"W, 133.85 feet to a point of curvature;

34. thence 59.35 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 22°40'15" and a chord which bears N28°11'58"W, 58.97 feet to a point of tangency;
35. thence N16°51'50"W, 170.18 feet to a point of curvature;
36. thence 115.26 feet along a curve to left having a radius of 175.00 feet, a delta angle of 37°44'11" and a chord which bears N35°43'56"W, 113.19 feet to a point of tangency;
37. thence N54°36'02"W, 140.09 feet to a point of curvature;
38. thence 102.63 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 39°12'11" and a chord which bears N34°59'56"W, 100.64 feet to a point of tangency;
39. thence N15°23'50"W, 23.87 feet to a point of curvature;
40. thence 208.84 feet along a curve to the right having a radius of 350.00 feet, a delta angle of 34°11'13" and a chord which bears N01°41'46"E, 205.75 feet to a point of tangency;
41. thence N18°47'22"E, 146.51 feet to a point of curvature;
42. thence 70.93 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 27°05'32" and a chord which bears N05°14'37"E, 70.27 feet to a point of tangency;
43. thence N08°18'09"W, 46.71 feet to a point of curvature;
44. thence 43.09 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 16°27'29" and a chord which bears N00°04'25"W, 42.94 feet to a point of terminus with south line of Tract 87, both sides of sixty (60) foot driveway and utility easement terminating on said south line of Tract 87 from which angle point 5 of Tract 87 bears S89°55'54"W, 75.46 feet.

Legal Description
By: Greg Eldridge, PLS 30093
Landmark Consultants, Inc.
141 9th Street
Steamboat Springs, CO 80477

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CERTIFICATE OF CORRECTION

THIS CERTIFICATE OF CORRECTION ("Certificate") is made as of the 31st day of August, 2005, by PAUL HOSTETLER, also known as PAUL E. HOSTETLER ("Hostetler"), whose address is P.O. Box 1967, Nokomis, Florida 34274.

EXPLANATORY STATEMENT

Hostetler and others are parties to that certain Agreement for Access and Utility Easement and Improvements dated June 10, 2005 and recorded June 23, 2005 at Reception No. 620829 of the Routt County, Colorado real property records (the "Easement Agreement"). Among other things, the Easement Agreement established an access and utility easement (the "Easement") burdening and benefiting certain parcels of real property in Routt County, Colorado more fully described in the Easement Agreement. Without limitation, the Easement pursuant to the Easement Agreement burdens and benefits property described therein as the "Hostetler Property," which is more fully described on Exhibit B to the Easement Agreement. Subsequent to the recording of the Easement Agreement, it was determined that certain minor strips of land had been omitted from the description of the Hostetler Property in Exhibit B to the Easement Agreement, and that as a result of such omission the legal description of the Hostetler Property on Exhibit B to the Easement Agreement and the legal description of the Easement Area on Exhibit E to the Easement Agreement required correction. Hostetler is executing and recording this Certificate to effect such corrections.

In consideration of the foregoing explanatory statement, the Easement Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hostetler agrees and certifies as follows:

1. The description of the Hostetler Property set forth on Exhibit B to the Easement Agreement is hereby corrected to include the following additional parcels in Routt County, Colorado:

Township 8 North, Range 85 West of the 6th P.M.:

Section 33: Lots 1, 2, 3

2. Exhibit E to the Easement Agreement is hereby corrected to read in its entirety as set forth on Exhibit E attached hereto and incorporated herein. Exhibit E attached hereto corrects the description of the easement area as it crosses the Hostetler Property, taking into account the additional parcels referenced in paragraph 1 above.

3. As corrected by this Certificate, the Easement Agreement and the Easement thereby granted are ratified and confirmed in all respects. All of the terms and provisions of the Easement Agreement, as corrected by this Certificate, are incorporated into this Certificate by reference. Without limitation, Hostetler acknowledges and agrees that the description of the Hostetler Property for purposes of the Easement Agreement and the Easement (including without

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limitation for purposes of the granting clauses set forth in Section 2 of the Easement Agreement) includes the parcels described in paragraph 1, and that the parcels described in paragraph 1 are benefited by the Easement, and burdened by the Easement where such parcels intersect with the Easement Area described on Exhibit E attached hereto.

IN WITNESS WHEREOF, Hostetler has executed this Certificate as of the day and year first above written.

Paul Hostetler, also known as
Paul E. Hostetler

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Paul Hostetler, also known as Paul E. Hostetler.

Witness my hand and official seal.

My commission expires: September 09, 2007

{SEAL}

Notary Pubic

Caroline H. Taylor

Caroline H Taylor
My Commission DD248307
Expires September 09 2007

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Legal Description Exhibit E

A non-exclusive driveway and utility easement sixty (60) feet in width in a portion of Lot 2, Tracts 103, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado

A non-exclusive driveway and utility easement sixty (60) feet in width being thirty (30) feet on each side of said centerline located in a portion of Lot 2, Tracts 103, 105 and 106 of Section 33 and Lot 10 in the South ½ of Section 28, Township 8 North, Range 85 West of the Sixth Principal Meridian, Routt County, State of Colorado according to the Supplemental Plat of Sections 15, 19, 20, 21, 28, 29, 30, 31, 32 and 33 Independent Resurvey accepted August 22, 1922 more particularly described as follows:

Commencing at angle point 3 of Tract 105 as monumented by a found 2 ½" GLO brass cap from which angle point 4 of Tract 105 bears S89°36'12"E, 1168.16 feet as monumented by a found 2 ½" GLO brass cap, said line being the basis of bearing for this legal description; thence N74°24'16"W, 568.24 feet to a point on the northeast line of the prescriptive easement and right of way of Routt County Road 129 based upon the surveyed centerline, said point being the point of beginning for this legal description; thence the following forty-four courses:

1. N34°42'23"E, 56.02 feet to a point of curvature;
2. thence 120.31 feet along a curve to the right, having a radius of 130.00 feet, a delta angle of 53°01'24" and a chord which bears N61°13'06"E, 116.06 feet to a point of tangency;
3. thence N87°43'48"E, 259.57 feet to a point of curvature;
4. thence 23.14 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 5°18'11" and a chord which bears N85°04'42"E, 23.13 feet to a point of tangency;
5. thence N82°25'37"E, 156.99 feet to a point of curvature;
6. thence 109.54 feet along a curve to the left, having a radius of 150.00 feet, a delta angle of 41°50'25" and a chord which bears N61°30'24"E, 107.12 feet to a point of tangency;
7. thence N40°35'12"E, 73.36 feet to a point of curvature;
8. thence 89.84 feet along a curve to the right, having a radius of 300.00 feet, a delta angle of 17°09'28" and a chord which bears N49°09'55"E, 89.50 feet to a point of tangency;
9. thence N57°44'39"E, 78.36 feet to a point of tangency;
10. thence 174.94 feet along a curve to the left, having a radius of 250.00 feet, a delta angle of 40°05'39" and a chord which bears N37°41'50"E, 171.40 feet to a point of tangency;
11. thence N17°39'01"E, 73.20 feet to a point of curvature;
12. thence 100.31 feet along a curve to the right having a radius of 130.00 feet, a delta angle of 44°12'30" and a chord which bears N39°45'16"E, 97.84 feet to a point of tangency;
13. thence N61°51'31"E, 191.45 feet to a point of curvature;

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14. thence 122.12 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 46°38'51" and a chord which bears N38°32'05"E, 118.78 feet to a point of tangency;
15. thence N15°12'40"E, 130.12 feet to a point of curvature
16. thence 39.20 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 14°58'24" and a chord which bears N22°41'52"E, 39.09 feet to a point of tangency;
17. thence N30°11'04"E, 96.49 feet to a point of curvature;
18. thence 136.43 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 34°44'33" and a chord which bears N47°33'20"E, 134.35 feet to a point of tangency;
19. thence N64°55'37"E, 208.70 feet to a point of curvature;
20. thence 106.14 feet along a curve to the left having a radius of 225.00 feet, a delta angle of 27°01'43 and a chord which bears N51°24'45"E, 105.16 feet to a point of tangency;
21. thence N37°53'53"E, 72.87 feet to a point of curvature;
22. thence 99.26 feet along a curve to the right having a radius of 225.00 feet, a delta angle of 25°16'38" and a chord which bears N50°32'12"E, 98.46 feet to a point of tangency;
23. thence N63°10'31"E, 138.26 feet to a to a point of curvature;
24. thence 61.82 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 23°36'48" and a chord which bears N51°22'08"E, 61.38 feet to a point of tangency;
25. thence N39°33'44"E, 358.38 feet to a point of curvature;
26. thence 42.48 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 13°54'31" and a chord which bears N32°36'28"E, 42.38 feet to a point of tangency;
27. thence N25°39'12"E, 158.31 feet to a point of curvature;
28. thence 71.54 feet along a curve to the left having a radius of 175.00 feet, a delta angle of 23°25'26" and a chord which bears N13°56'29"E, 71.05 feet to a point of curvature;
29. thence N02°13'46"E, 397.82 feet;
30. thence N04°44'22"E, 47.85 feet to a point on the north line of Section 33 from which the angle point 2 of Tract 106 bears N89°54'45"W, 517.28 feet as monumented by a found 2 ½" GLO brass cap;
31. thence continuing in Lot 10 in the South ½ of Section 28 N04°44'22"E, 102.16 feet to a point of curvature;
32. thence 100.46 feet along a curve to the left having a radius of 130.00 feet, a delta angle of 44°16'28" and a chord which bears N17°23'52"W, 97.97 feet to a point of tangency;
33. thence N39°32'06"W, 133.85 feet to a point of curvature;
34. thence 59.35 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 22°40'15" and a chord which bears N28°11'58"W, 58.97 feet to a point of tangency;
35. thence N16°51'50"W, 170.18 feet to a point of curvature;

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36. thence 115.26 feet along a curve to left having a radius of 175.00 feet, a delta angle of 37°44'11" and a chord which bears N35°43'56"W, 113.19 feet to a point of tangency;
37. thence N54°36'02"W, 140.09 feet to a point of curvature;
38. thence 102.63 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 39°12'11" and a chord which bears N34°59'56"W, 100.64 feet to a point of tangency;
39. thence N15°23'50"W, 23.87 feet to a point of curvature;
40. thence 208.84 feet along a curve to the right having a radius of 350.00 feet, a delta angle of 34°11'13" and a chord which bears N01°41'46"E, 205.75 feet to a point of tangency;
41. thence N18°47'22"E, 146.51 feet to a point of curvature;
42. thence 70.93 feet along a curve to the left having a radius of 150.00 feet, a delta angle of 27°05'32" and a chord which bears N05°14'37"E, 70.27 feet to a point of tangency;
43. thence N08°18'09"W, 46.71 feet to a point of curvature;
44. thence 43.09 feet along a curve to the right having a radius of 150.00 feet, a delta angle of 16°27'29" and a chord which bears N00°04'25"W, 42.94 feet to a point of terminus with south line of Tract 87, both sides of sixty (60) foot driveway and utility easement terminating on said south line of Tract 87 from which angle point 5 of Tract 87 bears S89°55'54"W, 75.46 feet.

Legal Description
By: Greg Eldridge, PLS 30093
Landmark Consultants, Inc.
141 9th Street
Steamboat Springs, CO 80477

EXHIBIT B

Rule 6.3.2
Site Description

(a) Description of the vegetation and soil characteristics in the area of the proposed operation:
The area surrounding the Extraction Site currently consists of rangeland/pastureland. Vegetation in the area of Extraction Site consists of Mountain Shrub/Rangeland on unimproved side-slopes and improved pastureland on fenced upland areas. No timber is located on the area of the proposed operation. *See* Exhibit B-1[1], Land Cover Map.

According to the National Cooperative Soil Survey/Natural Resources Conservation Service, soil in the general area of the Extraction Site consists of Rogert gravelly loam on the sideslopes and Lintim loams on the upland areas. *See* Exhibit B-2, NRCS Soil Resources Report.[2]

The subject property is located within the Routt County Conservation District.

(b) Permanent man-made structures within two hundred (200) feet of affected area and owner of each structure (structures identified on Exhibit A-2)
There are two permanent man-made structures within 200 feet of the affected area: 1) the Existing Access Road, and 2) miscellaneous livestock fences. Both are owned by the Owner of the Subject Property.

(c) Water resources in area of proposed operation

- Goose Creek runs through the E1/2 of Sec. 33, T8N, R85W, 6th P.M., in which the subject property and the Extraction Site are located. At the closest point, Goose Creek is approximately 1,656 feet east of the Extraction Site. The topography of the area separates the Extraction Site from Goose Creek.
- Well Permit No. 318358- (Applicant: BRSTINA, SLADJANA) is located approximately 1,260 feet east/northeast of the Extraction Site. The topography of the area separates the Extraction Site from this well.
- Well Permit No. 167801- (Applicant: TARA SANDERS SOLE PROPRIETOR 401(K) PSP (SANDERS, TARA)) is located approximately 1,423 feet east/northeast of the Extraction Site. The topography of the area separates the Extraction Site from this well.
- Brookshire Res. No. 5 (WDID 5803618) is located approximately 833 feet southwest of the Extraction Site.
- Well Permit No. 302459- (Applicant: MEYER, CLAY) is located approximately 1,392 feet west of the Extraction Site. The topography of the area separates the Extraction Site from this well.

[1] NRCS/Multi-Resolution Land Characteristics Consortium, 2019 CONUS Land Cover.
[2] NRCS Web Soil Survey.

- Brookshire Res. No. 4 (WDID 5803617) is located approximately 1,517 feet northwest of the Extraction Site. The topography of the area separates the Extraction Site from this reservoir.
- Brookshire Spring 2 (WDID 5800972) is located approximately 876 feet northwest of the Extraction Site. The spring location is upslope from the Extraction Site.
- Hostetler Spring #2 (WDID 5802778) is located approximately 546 feet north of the Extraction Site. The spring location is upslope from the Extraction Site.
- Hostetler Spring #1 (WDID 5802777) is located approximately 916 feet northeast of the Extraction Site. The spring location is upslope from the Extraction Site.
- Elk Spring (WDID 5802565) is located approximately 1020 feet northeast of the Extraction Site. The spring location is upslope from the Extraction Site.

Based upon the drilling reports for Well Permit Nos. 302459- and 318358- (attached as Exhibits B-5 and B-6), the area of proposed operation is underlain by bedrock aquifer at a depth of approximately 150 feet. The proposed operation will not result in a discharge into any streams, springs, lakes, stock water ponds, ditches, reservoirs, or aquifers.

Information as to flow rates and water quality conditions is not applicable.

(d) Wildlife Assessment
Not required for 110 Limited Impact Operations per Rule 6.3.2(d).

Attachments:
Exhibit B-1: Land Cover Map (MRLC 2019 CONUS)
Exhibit B-2: Soil Resources Report and Map
Exhibit B-3: Water Resources Map (Aerial)
Exhibit B-4: Water Resources Map (Topo)
Exhibit B-5: Well Permit No. 302459- Documentation
Exhibit B-6: Well Permit No. 318358- Documentation

United States Department of Agriculture

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Routt Area, Colorado, Parts of Rio Blanco and Routt Counties

July 2, 2021

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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Contents

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

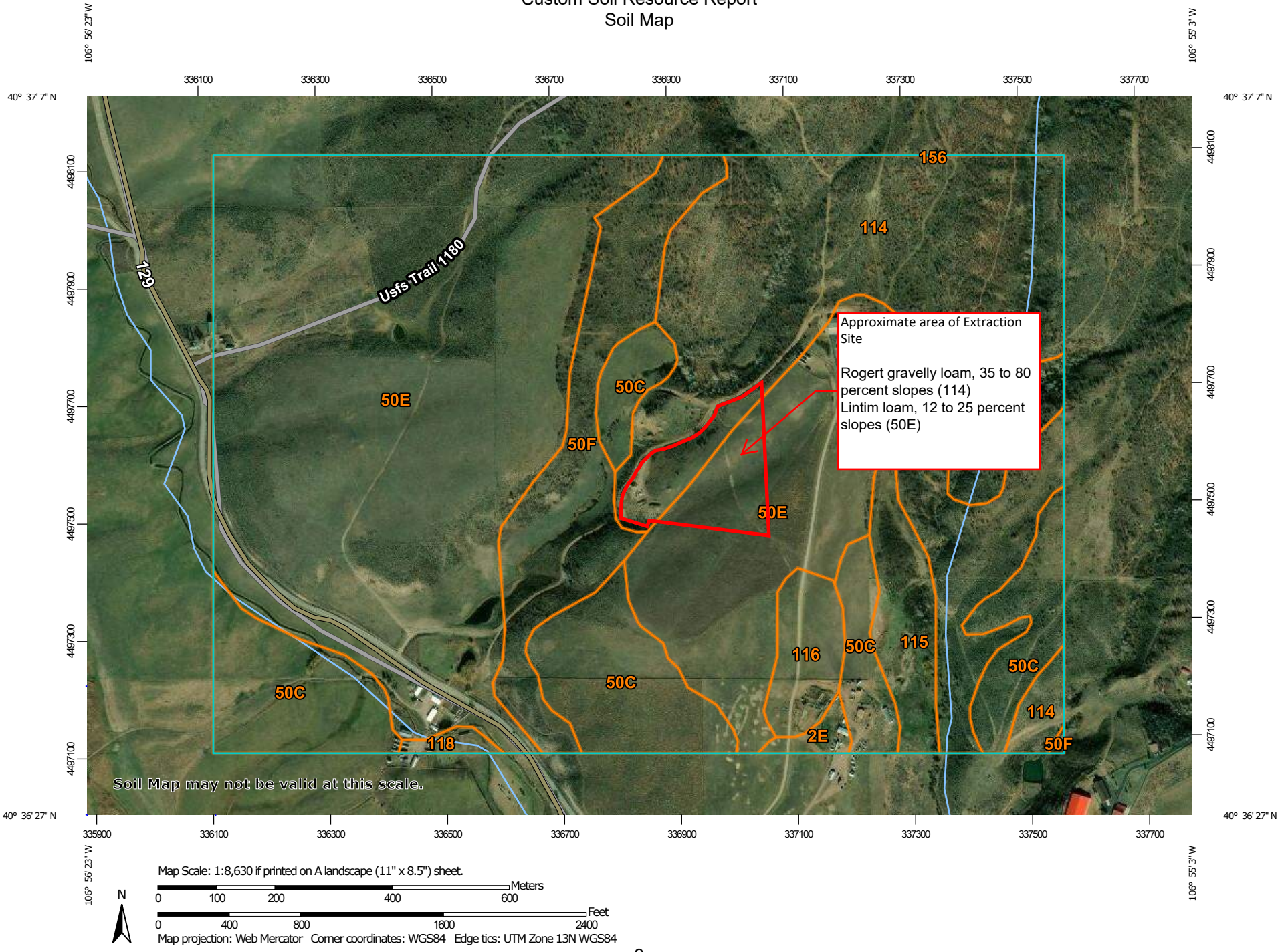
identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Sanders Gravel Pit
Exhibit B-2: Soil Resources Report and Map

Custom Soil Resource Report
Soil Map



Applicant: Tara Sanders

Prepared 7/2/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

Custom Soil Resource Report

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: Routt Area, Colorado, Parts of Rio Blanco and Routt Counties
Survey Area Data: Version 10, Jun 5, 2020

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

Date(s) aerial images were photographed: Jun 10, 2012—Nov 8, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

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
2E	Routtskin loam, 12 to 25 percent slopes	1.7	0.5%
50C	Lintim loam, 3 to 12 percent slopes	50.4	13.7%
50E	Lintim loam, 12 to 25 percent slopes	172.9	47.0%
50F	Routt loam, 25 to 65 percent slopes, very stony	34.4	9.4%
114	Rogert gravelly loam, 35 to 80 percent slopes	89.5	24.4%
115	Gateview cobbly loam, 30 to 75 percent slopes, very bouldery	10.0	2.7%
116	Gateview loam, 10 to 30 percent slopes, extremely stony	7.3	2.0%
118	Hahnspeak silt loam, 0 to 5 percent slopes	1.3	0.4%
156	Egeria clay, 0 to 3 percent slopes	0.0	0.0%
Totals for Area of Interest		**367.5**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different

management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Routt Area, Colorado, Parts of Rio Blanco and Routt Counties

2E—Routtskin loam, 12 to 25 percent slopes

Map Unit Setting

National map unit symbol: k0ds
Elevation: 6,560 to 8,530 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Routtskin and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Routtskin

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Slope alluvium and/or colluvium derived from sandstone and shale

Typical profile

A1 - 0 to 5 inches: loam
A2 - 5 to 14 inches: loam
Bt1 - 14 to 23 inches: gravelly clay loam
Bt2 - 23 to 39 inches: cobbly clay
Bt3 - 39 to 60 inches: clay loam

Properties and qualities

Slope: 12 to 25 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 9.3 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: R048AY247CO
Hydric soil rating: No

Minor Components

Jerry

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY247CO
Hydric soil rating: No

Lintim

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY247CO
Hydric soil rating: No

50C—Lintim loam, 3 to 12 percent slopes

Map Unit Setting

National map unit symbol: k0g9
Elevation: 6,560 to 8,200 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Lintim and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lintim

Setting

Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Slope alluvium derived from shale

Typical profile

A1 - 0 to 5 inches: loam
A2 - 5 to 20 inches: loam

Bt1 - 20 to 30 inches: clay
Bt2 - 30 to 40 inches: clay
BC - 40 to 65 inches: clay

Properties and qualities

Slope: 3 to 12 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 10.2 inches)

Interpretive groups

Land capability classification (irrigated): 6c
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: C
Ecological site: R048AY247CO
Hydric soil rating: No

Minor Components

Evna

Percent of map unit: 10 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Venable

Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY241CO
Hydric soil rating: Yes

Impass

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048BY296CO
Hydric soil rating: No

50E—Lintim loam, 12 to 25 percent slopes

Map Unit Setting

National map unit symbol: k0gb
Elevation: 6,560 to 8,200 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Lintim and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lintim

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from shale

Typical profile

A1 - 0 to 5 inches: loam
A2 - 5 to 20 inches: loam
Bt1 - 20 to 30 inches: clay
Bt2 - 30 to 40 inches: clay
BC - 40 to 65 inches: clay

Properties and qualities

Slope: 12 to 25 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C

Ecological site: R048AY247CO
Hydric soil rating: No

Minor Components

Routt
Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Concave
Across-slope shape: Linear
Ecological site: F048AY449CO
Hydric soil rating: No

Venable
Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY241CO
Hydric soil rating: Yes

Evna
Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Impass
Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048BY296CO
Hydric soil rating: No

50F—Routt loam, 25 to 65 percent slopes, very stony

Map Unit Setting
National map unit symbol: k0gc
Elevation: 6,890 to 8,200 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days

Farmland classification: Not prime farmland

Map Unit Composition

Routt, very stony, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Routt, Very Stony

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from sandstone and shale

Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material
A1 - 1 to 12 inches: loam
A2 - 12 to 22 inches: loam
A3 - 22 to 27 inches: loam
B/E - 27 to 29 inches: clay loam
B/E - 29 to 31 inches: loam
Bt1 - 31 to 46 inches: clay
Bt2 - 46 to 65 inches: clay

Properties and qualities

Slope: 25 to 65 percent
Surface area covered with cobbles, stones or boulders: 1.0 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 10.6 inches)

Interpretive groups

Land capability classification (irrigated): 7e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Ecological site: F048AY449CO
Hydric soil rating: No

Minor Components

Impass

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear

Ecological site: R048BY296CO
Hydric soil rating: No

Slater

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F048AY449CO
Other vegetative classification: ASPEN (null_3)
Hydric soil rating: No

Venable

Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY241CO
Hydric soil rating: Yes

114—Rogert gravelly loam, 35 to 80 percent slopes

Map Unit Setting

National map unit symbol: k0jh
Elevation: 6,890 to 9,180 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Rogert and similar soils: 75 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Rogert

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Convex
Parent material: Colluvium over residuum weathered from granite and gneiss

Typical profile

A1 - 0 to 3 inches: gravelly loam
A2 - 3 to 12 inches: very cobbly sandy loam
C - 12 to 16 inches: extremely cobbly sandy loam
R - 16 to 18 inches: bedrock

Properties and qualities

Slope: 35 to 80 percent
Depth to restrictive feature: 12 to 20 inches to lithic bedrock
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Low to moderately high (0.01 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Very low (about 1.5 inches)

Interpretive groups

Land capability classification (irrigated): 8
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: D
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Minor Components

Skyway

Percent of map unit: 10 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY238CO
Hydric soil rating: No

Evna

Percent of map unit: 10 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Rock outcrop

Percent of map unit: 5 percent
Hydric soil rating: No

115—Gateview cobbly loam, 30 to 75 percent slopes, very bouldery

Map Unit Setting

National map unit symbol: k0jj
Elevation: 6,560 to 8,530 feet
Mean annual precipitation: 24 to 28 inches

Mean annual air temperature: 37 to 40 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Gateview, very bouldery, and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Gateview, Very Bouldery

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from igneous and sedimentary rock

Typical profile

A1 - 0 to 1 inches: cobbly loam
A2 - 1 to 14 inches: bouldery loam
AC1 - 14 to 18 inches: very stony loam
AC2 - 18 to 33 inches: very stony sandy loam
C - 33 to 60 inches: very stony sandy loam

Properties and qualities

Slope: 30 to 75 percent
Surface area covered with cobbles, stones or boulders: 2.0 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.71 to 2.13 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): 8
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: B
Ecological site: F048AY449CO
Hydric soil rating: No

Minor Components

Coutis

Percent of map unit: 10 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY238CO
Hydric soil rating: No

Routt

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F048AY449CO
Hydric soil rating: No

Rogert

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Convex
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

116—Gateview loam, 10 to 30 percent slopes, extremely stony

Map Unit Setting

National map unit symbol: k0jk
Elevation: 6,890 to 8,360 feet
Mean annual precipitation: 24 to 28 inches
Mean annual air temperature: 37 to 40 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Gateview, extremely stony, and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Gateview, Extremely Stony

Setting

Landform: Mountain slopes
Landform position (three-dimensional): Mountainbase
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Slope alluvium and/or colluvium derived from igneous and sedimentary rock

Typical profile

A1 - 0 to 1 inches: loam
A2 - 1 to 12 inches: bouldery loam
A3 - 12 to 20 inches: very stony loam
AC - 20 to 37 inches: very stony sandy loam
C - 37 to 60 inches: very stony sandy loam

Properties and qualities

Slope: 10 to 30 percent
Surface area covered with cobbles, stones or boulders: 5.0 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.71 to 2.13 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): 7s
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Ecological site: F048AY449CO
Hydric soil rating: No

Minor Components

Routt

Percent of map unit: 10 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F048AY449CO
Hydric soil rating: No

Foidel

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY238CO
Hydric soil rating: No

Coutis

Percent of map unit: 5 percent
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY238CO
Hydric soil rating: No

118—Hahnspeak silt loam, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: k0jm
Elevation: 6,630 to 7,220 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Hahnspeak and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hahnspeak

Setting

Landform: Alluvial fans
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from igneous and sedimentary rock

Typical profile

A1 - 0 to 7 inches: silt loam
A2 - 7 to 12 inches: silt loam
AB1 - 12 to 24 inches: silt loam
AB2 - 24 to 34 inches: silt loam
Bt1 - 34 to 39 inches: silt loam
2Bt2 - 39 to 60 inches: gravelly clay loam

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.21 to 0.71 in/hr)
Depth to water table: About 24 to 39 inches
Frequency of flooding: RareNone
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 10.1 inches)

Interpretive groups

Land capability classification (irrigated): 5c
Land capability classification (nonirrigated): 5c
Hydrologic Soil Group: C
Ecological site: R048AY241CO

Hydric soil rating: No

Minor Components

Handran

Percent of map unit: 5 percent
Landform: Alluvial fans
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY237CO - Stony Loam
Hydric soil rating: No

Venable

Percent of map unit: 5 percent
Landform: Flood plains
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R048AY241CO
Hydric soil rating: Yes

Elkhead

Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY245CO
Hydric soil rating: No

Slocum

Percent of map unit: 5 percent
Landform: Flood-plain steps
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY241CO
Hydric soil rating: No

156—Egeria clay, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: k0lt
Elevation: 7,280 to 8,530 feet
Mean annual precipitation: 20 to 24 inches
Mean annual air temperature: 38 to 41 degrees F
Frost-free period: 30 to 70 days
Farmland classification: Not prime farmland

Map Unit Composition

Egeria and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Egeria

Setting

Landform: Flood plains
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from sandstone and shale

Typical profile

A1 - 0 to 8 inches: clay
A2 - 8 to 24 inches: clay
C1 - 24 to 42 inches: clay
C2 - 42 to 65 inches: cobbly clay

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.07 to 0.21 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: NoneFrequent
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 9.5 inches)

Interpretive groups

Land capability classification (irrigated): 6w
Land capability classification (nonirrigated): 6w
Hydrologic Soil Group: C/D
Ecological site: R048AY241CO
Hydric soil rating: Yes

Minor Components

Tanella

Percent of map unit: 10 percent
Landform: Flood plains
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY245CO
Hydric soil rating: No

Slocum

Percent of map unit: 5 percent
Landform: Flood plains
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R048AY241CO
Hydric soil rating: No

Custom Soil Resource Report

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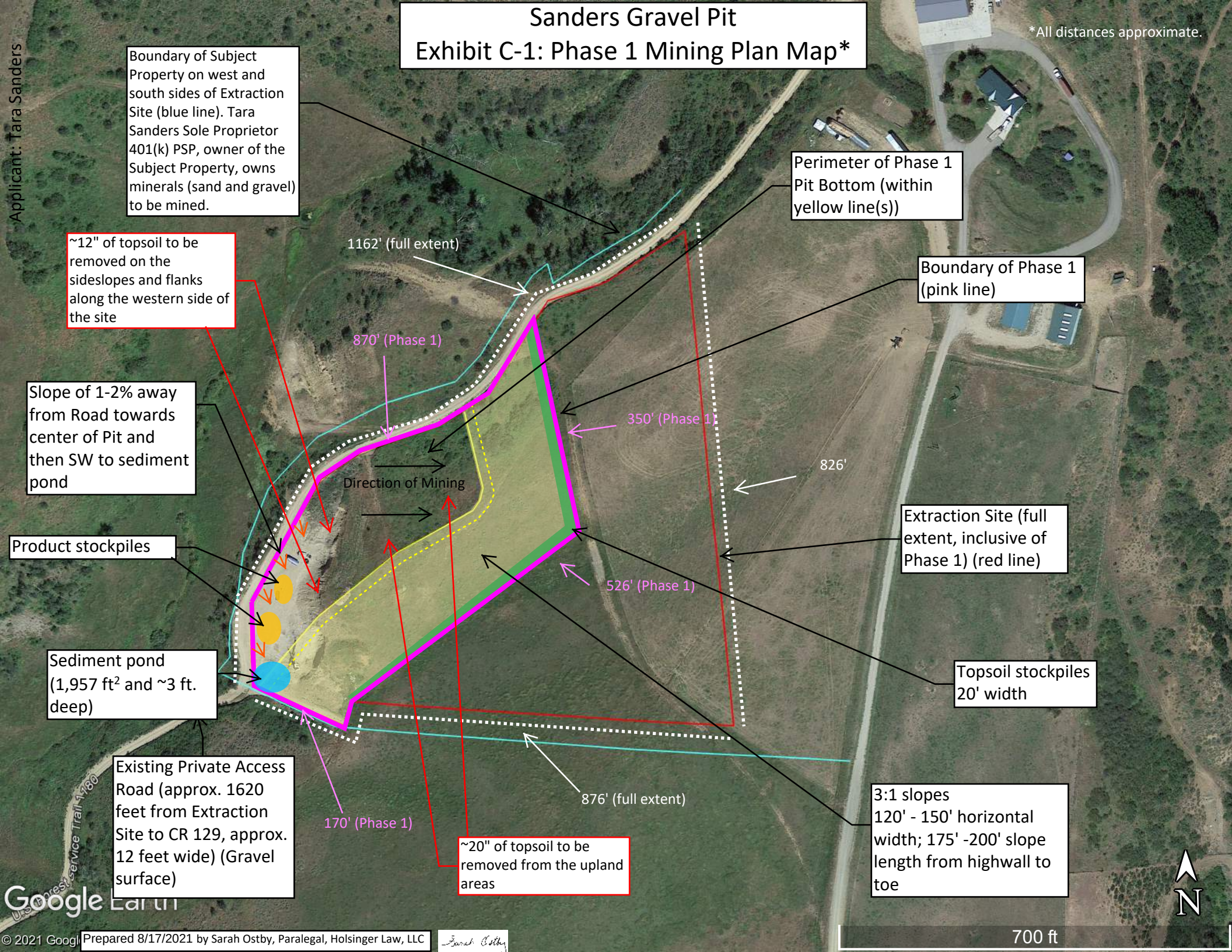
Sanders Gravel Pit
Exhibit C-1: Phase 1 Mining Plan Map*

*All distances approximate.

Applicant: Tara Sanders



Prepared 8/17/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

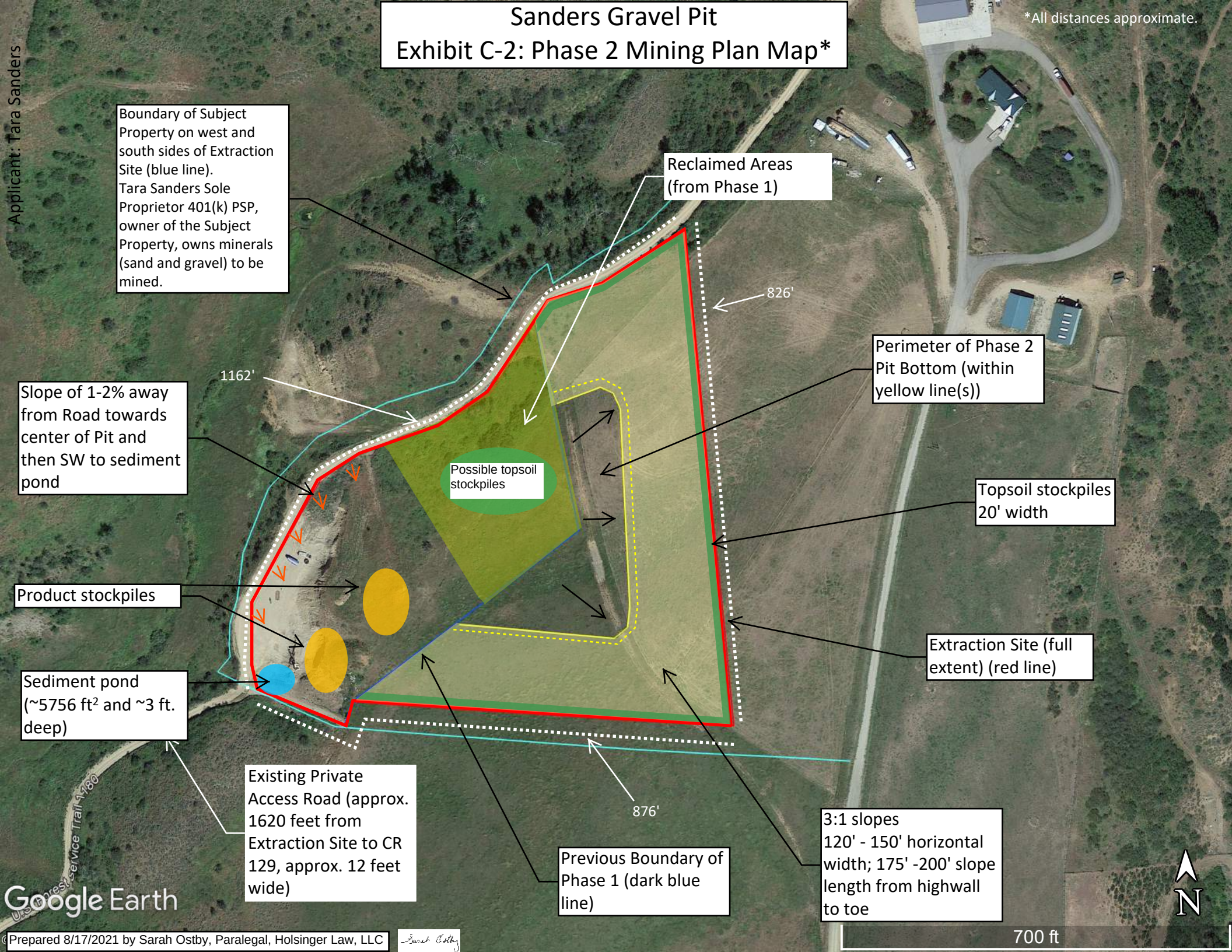
Phase 1 Mining Plan Map Legend:

	Boundary of Subject Property on west and south sides of Extraction Site
	Boundary of Proposed Extraction Site
	Phase 1 Boundary
	Topsoil stockpiles
	3:1 sideslopes
	175’ slope length from highwall to toe of 3:1 sideslopes
	200' slope length from highwall to toe of 3:1 sideslopes
	Product stockpiles
	Sediment pond
	Direction of mining
	1-2% slope from Road to center of Pit

Sanders Gravel Pit
Exhibit C-2: Phase 2 Mining Plan Map*

*All distances approximate.

Applicant: Tara Sanders



Prepared 8/17/2021 by Sarah Ostby, Paralegal, Holsinger Law, LLC

Phase 2 Mining Plan Map Legend:

	Boundary of Subject Property on west and south sides of Extraction Site
	Boundary of Proposed Extraction Site
	Reclaimed area from Phase 1
	Topsoil stockpiles
	Topsoil stockpiles
	3:1 sideslopes
	175’ slope length from highwall to toe of 3:1 sideslopes
	200' slope length from highwall to toe of 3:1 sideslopes
	Sediment pond
	Product stockpiles
	Direction of mining
	1-2% slope from Road to center of Pit

Exhibit C-3
Stormwater Management Plan

I. Best Management Practices during Mining Activities:

- The Existing Access Road is already covered with gravel to minimize erosion.
- Stormwater runoff from disturbed areas will drain into the gravel pit and will seep into the ground within 72 hours.
- The gravel pit floor will be graded as extraction occurs. Furthermore, the gravel pit floor will be graded at a 1-2% slope in order to direct runoff into the sediment pond (i.e., sediment trap) at the southwestern end of the Extraction Site. This sediment pond will be constructed with a coarse material bottom to allow for infiltration of any stormwater that reports to this pond.
- The approximate size of the sediment pond will be: 1,957 ft^2 (if only Phase 1 is mined) or 5756 ft^2 (if Phase 2 is also mined). The pond will be excavated to an approximate total depth of three feet, of which approximately 6-12 inches will be coarse material across the flat bottom of the sediment pond to allow for stormwater to infiltrate within 72 hours of a storm event. A small berm (12-18 inches high) will be constructed around the south and west sides of the pond which will funnel water to a 25-foot section of the berm which will be coarse rock construction and located in the southwest corner of the pond. This will impede runoff and allow water to safely exit the pond at the southwest corner if it fills to capacity during a storm event.
- Stockpiled topsoil and overburden will be seeded with the seed mix identified in Exhibit C, section (b) in order to stabilize the stockpiles.
- 3:1 side slopes will be maintained around the pit perimeter during mining and will be seeded with the seed mix identified in Exhibit C, section (b) as needed to prevent erosion.
- Where there is a potential for storm water to erode material off of the site, sediment control measures will be installed that could include a combination of berms, silt fence, or erosion control logs.

II. Best Management Practices for Final Site Reclamation (see Exhibit D for detailed reclamation process):

- All disturbed areas will be reseeded with the seed mixture identified in Exhibit D, section 1(c)(iii).
- Site grading will be developed so that concentrated drainage that could result in scour does not occur.

EXHIBIT L
Rule 6.3.12
Permanent Man-Made Structures

There are two permanent man-made structures within two hundred (200) feet of the affected area, which are the Existing Access Road and livestock fences. The Existing Access Road and the livestock fences are owned by the Owner of the Subject Property.

Attachments:

- Exhibit L-1 – Structure Agreement between Tara Sanders Sole Proprietor 401(k) PSP and Tara Sanders

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:

1. Existing Access Road
2. Miscellaneous livestock fences
3. _____
4. _____
5. _____

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

NOTARY FOR STRUCTURE OWNER

ACKNOWLEGED BY:

Structure Owner Tara Sanders Sole Proprietor 401(k) PSP Name By: Tara Sanders Trustee
Tara Sanders, Trustee

Date January 21st, 2022 Title Trustee

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing was acknowledged before me this 21st day of January, 2022, by Tara Sanders as Trustee of Tara Sanders Sole Proprietor 401(k) PSP.

Julie L Hammond My Commission Expires: 12-7-2024
Notary Public

JULIE L. HAMMOND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964019742
My Commission Expires December 7, 2024

CERTIFICATION

The Applicant, Tara Sanders (print applicant/company name), by n/a (print representative's name), as n/a (print representative's title), does hereby certify that Tara Sanders Sole Proprietor 401(k) PSP (structure owner) shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation Permit Application for the Sanders Gravel Pit (operation name), File Number M- 2021 066

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

ACKNOWLEGED BY:

Applicant Tara Sanders Representative Name n/a

Tara Sanders

Date January 21st, 2022 Title Applicant

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing was acknowledged before me this 21st day of January, 20 22, by Tara Sanders as Applicant ~~of~~ .

Julie L Hammond My Commission Expires: 12-7-2024
Notary Public

JULIE L. HAMMOND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964019742
My Commission Expires December 7, 2024