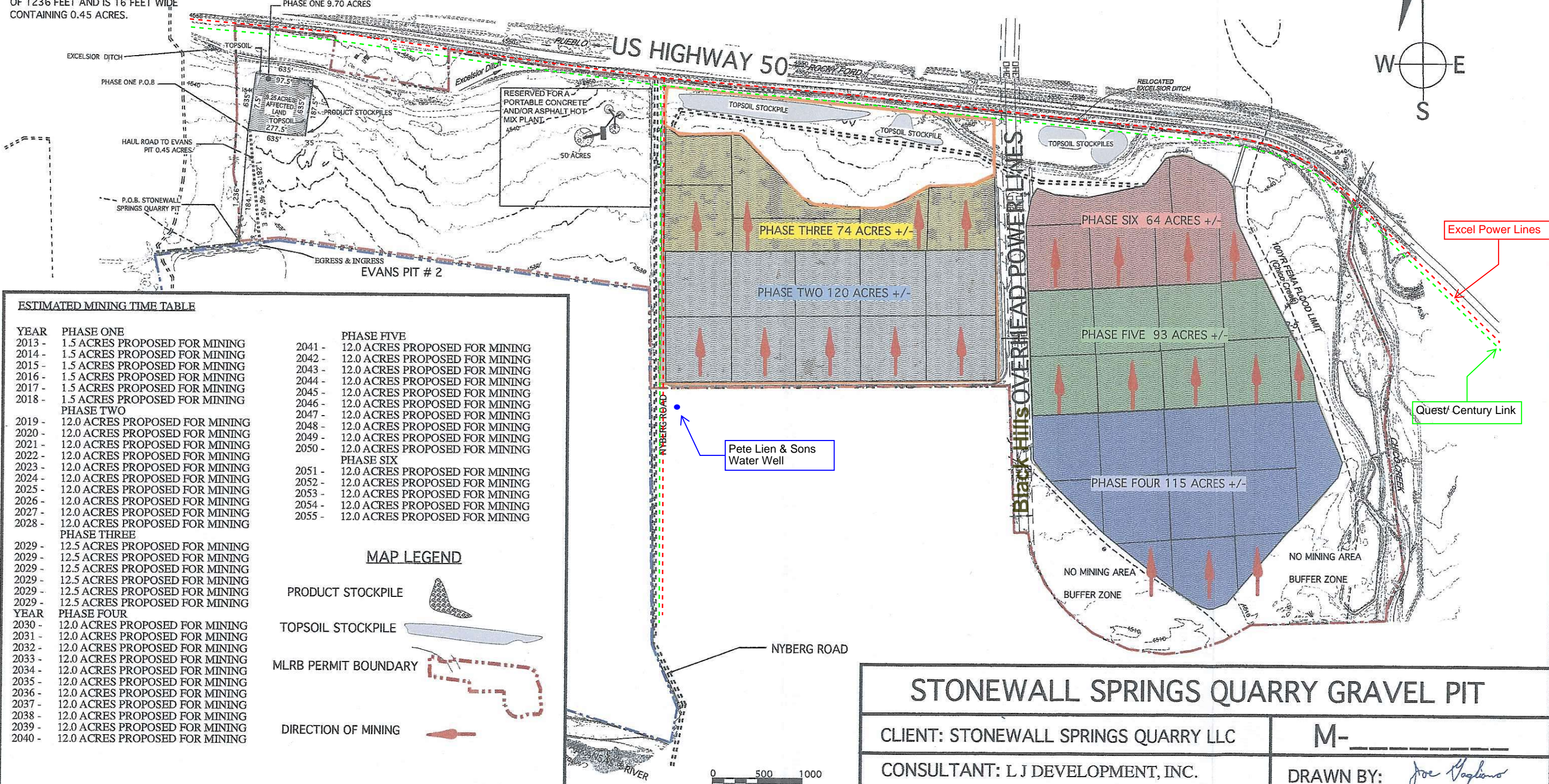


BOUDARY DESCRIPTION OF THE  
PHASE ONE AREA  
AS OF SEPTEMBER 25, 2012

START AT THE STONEWALL SPRINGS QUARRY PIT  
P.O.B. THENCE BEAR 184.1° AZIMUTH A DISTANCE  
OF 1,236 FEET TO THE PHASE ONE P.O.B.  
THENCE 07.5° AZIMUTH, A DISTANCE OF 635 FEET  
THENCE 97.5° AZIMUTH, A DISTANCE OF 635 FEET  
THENCE 187.5° AZIMUTH, A DISTANCE OF 635 FEET  
THENCE 277.5° AZIMUTH, A DISTANCE OF 635 FEET  
BACK TO THE P.O.B. CONTAINING 9.25 ACRES M/L.

THE HAUL ROAD BEARS S 5° 46' 45" E, A DISTANCE  
OF 1236 FEET AND IS 16 FEET WIDE  
CONTAINING 0.45 ACRES.

NORTH



ESTIMATED MINING TIME TABLE

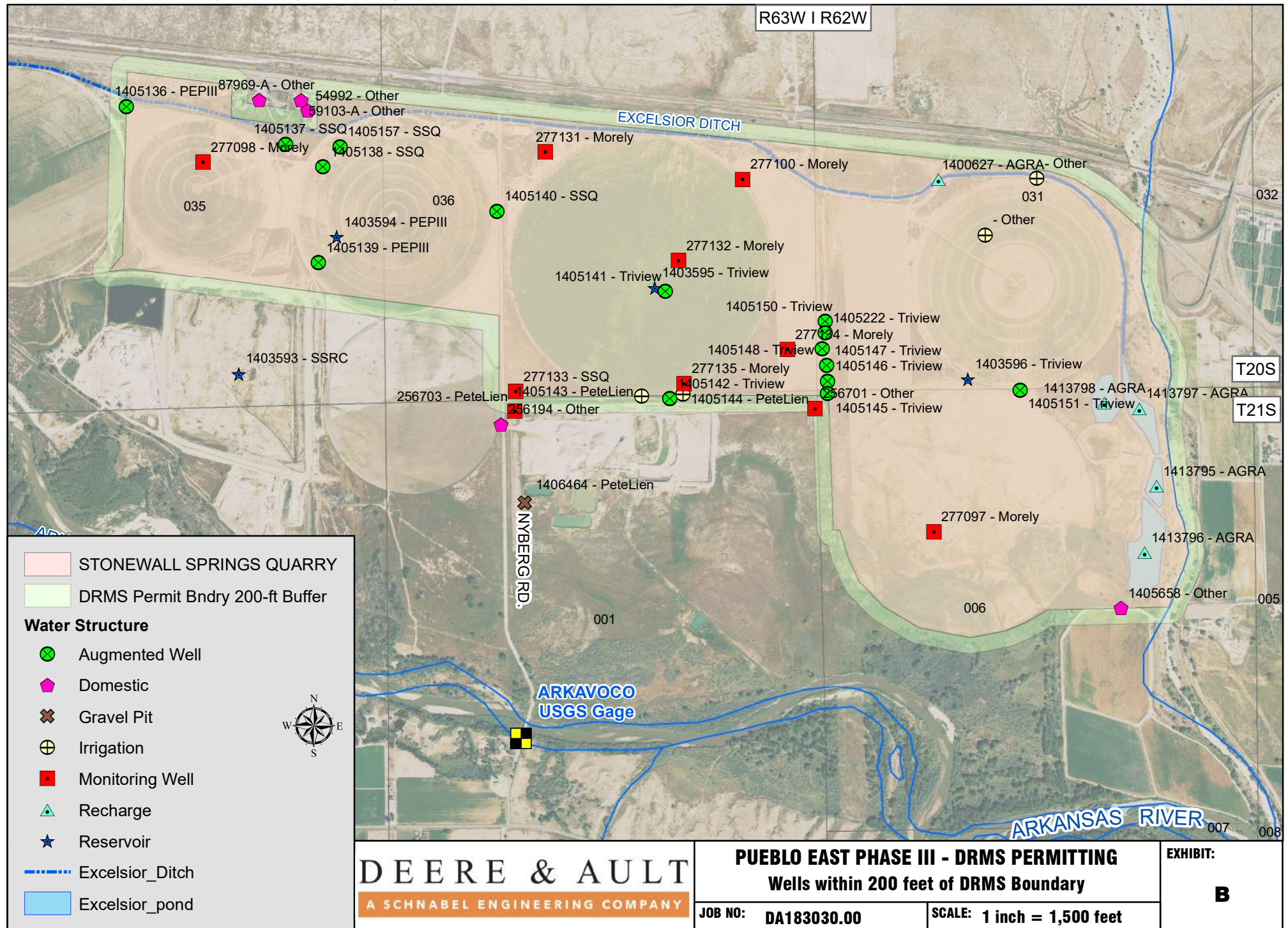
YEAR	PHASE ONE	PHASE FIVE
2013 -	1.5 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2014 -	1.5 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2015 -	1.5 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2016 -	1.5 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2017 -	1.5 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2018 -	1.5 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2019 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2020 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2021 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2022 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2023 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2024 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2025 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2026 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2027 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2028 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2029 -	12.5 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2030 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2031 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2032 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2033 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2034 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2035 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2036 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2037 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2038 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2039 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING
2040 -	12.0 ACRES PROPOSED FOR MINING	12.0 ACRES PROPOSED FOR MINING

MAP LEGEND

- PRODUCT STOCKPILE
- TOPSOIL STOCKPILE
- MLRB PERMIT BOUNDARY
- DIRECTION OF MINING

STONEWALL SPRINGS QUARRY GRAVEL PIT

CLIENT: STONEWALL SPRINGS QUARRY LLC	M-_____
CONSULTANT: L J DEVELOPMENT, INC.	DRAWN BY: Joe Haglins
EXHIBIT " C" MINING PLAN MAP	DATE: SEPTEMBER 25, 2012



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. Nyberg Road
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

**CERTIFICATION**

The Applicant, Fremont Paving & Redi Mix, Inc. (print applicant/company name),  
by John P. Any (print representative's name), as President (print  
representative's title), does hereby certify that Pueblo County (structure owner) shall  
be compensated for any damage from the proposed mining operation to the above listed structure(s)  
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation  
Permit Application for Stone wall (operation name),  
File Number M-\_\_\_\_-\_\_\_\_.

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

**NOTARY FOR PERMIT APPLICANT**

**ACKNOWLEDGED BY:**

Applicant Fremont Paving & Redi Mix, Inc. Representative Name John P. Any  
Date December 2, 2021 Title President

STATE OF Colorado  
COUNTY OF Pueblo ) ss.

The foregoing was acknowledged before me this 2<sup>nd</sup> day of December, 2021, by  
John P. Any as President of Fremont Paving & Redi Mix, Inc.

William D. Gu My Commission Expires: 10/6/00  
Notary Public

**NOTARY FOR STRUCTURE OWNER**

**ACKNOWLEDGED BY:**

Structure Owner G. M. Ortiz Name Garrison M. Ortiz

Date 12/28/21 Title Chair, Board of County Commissioners

STATE OF COLORADO )  
 ) ss.

COUNTY OF PUEBLO )

The foregoing was acknowledged before me this 28<sup>th</sup> day of December, 2021, by  
Garrison M. Ortiz as Chair of Board of County Commissioners

Brenda A. Pace My Commission Expires: 10-11-2023  
Notary Public

BRENDA A. PACE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034031740  
My Commission Expires 10-11-2023

## **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. All Black Hills Colorado Electric, LLC power lines on parcel numbers; 335000018 and 335000017
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

## CERTIFICATION

The Applicant, Fremont Paving and Redi-Mix, Inc., by John Paul Ary, as Owner of Ary Corporation, does hereby certify that Black Hills Colorado Electric, LLC, a Delaware LLC dba Black Hills Energy, 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, of the Reclamation Permit Application for Fremont Paving and Redi-Mix, Inc.

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

### NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

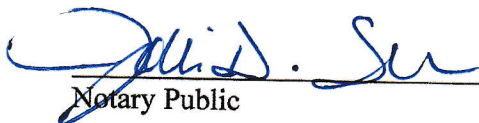
Applicant: Fremont Paving and Redi-Mix, Inc.

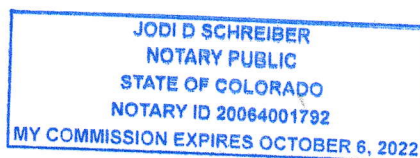
Representative Name: John Paul Ary Signature: 

Date: December 15, 2021 Title: Owner, Ary Corporation

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF Pueblo    )

The foregoing was acknowledged before me this 15 day of December, 2021, by  
John P. Ary as President of Fremont Paving & Redi Mix, Inc.

 My Commission Expires: 10/6/22  
Notary Public



**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner: Black Hills Colorado Electric, LLC

By: Chris Seltzer

Signature: 

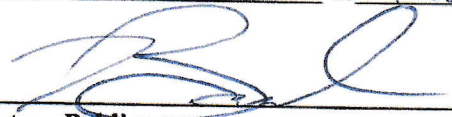
Date 01.05.2022

Title: Utility Project Construction Planner

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF Pueblo    )

The foregoing was acknowledged before me this 5<sup>th</sup> day of January, <sup>2022</sup>~~2021~~, by

Chris Seltzer as Project Planner of BLACK HILLS CO. ELECTRIC, LLC



Notary Public

My Commission Expires: 04/13/22



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. Water Structures - Please see attached location map.
2. Wells: 1403595                      1405222                      1403596
3.                     1405150                      1405147
4.                     1405148                      1405146
5.                     1405142                      1405145

(Please list additional structures on a separate page)

Irrigation Structures

Pole Barn

**CERTIFICATION**

The Applicant, Fremont Paving & Redi Mix, Inc. (print applicant/company name),  
by John P. Ary (print representative's name), as President (print  
representative's title), does hereby certify that Triview Metro District (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 Stonewall Springs Quarry Gravel Pit (operation name),  
File Number M-2412 - 045.

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

**NOTARY FOR PERMIT APPLICANT**

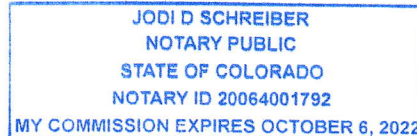
ACKNOWLEDGED BY:

Applicant Fremont Paving & Redi Mix, Inc. Representative Name [Signature]  
Date December 22, 2021 Title President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Pueblo )

The foregoing was acknowledged before me this 22 day of December, 2021, by  
John P. Ary as President of Fremont Paving & Redi Mix, Inc.

[Signature] My Commission Expires: 10/6/22  
Notary Public



**NOTARY FOR STRUCTURE OWNER**

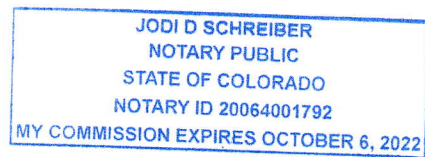
ACKNOWLEDGED BY:

Structure Owner James C. McGrady Name James M. Grady  
Date 12-23-21 Title District Manager

STATE OF Colorado )  
 ) ss.  
COUNTY OF Pueblo )

The foregoing was acknowledged before me this 23 day of December, 2021, by  
James C. McGrady as District manager of Triview Metro District

Jodi D. Schreiber My Commission Expires: 10/6/22  
Notary Public



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

\*\*\*\*\*

### **Structure Agreement**

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

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

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

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

1. Water Structures:
2. 1405157
3. 1405138
4. 1405140
5. 277133

(Please list additional structures on a separate page)

**CERTIFICATION**

The Applicant, Fremont Paving & RediMix, Inc. (print applicant/company name),  
by John P. Arty (print representative's name), as President (print  
representative's title), does hereby certify that Stonewall Springs Quarry (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 Stonewall Springs Quarry Gravel Pit (operation name),  
File Number M-2112-045

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

**NOTARY FOR PERMIT APPLICANT**

ACKNOWLEDGED BY:

Applicant Fremont Paving & RediMix, Inc. Representative Name [Signature]  
Date December 22, 2021 Title President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Pueblo )

The foregoing was acknowledged before me this 22 day of December, 2021, by  
John P. Arty as President of Fremont Paving & RediMix, Inc.

[Signature] My Commission Expires: 10/6/22  
Notary Public

JODI D SCHREIBER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064001792  
MY COMMISSION EXPIRES OCTOBER 6, 2022

**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner Mark Merley Name [Signature]

Date 12/23/2021 Title member (1)

STATE OF Colorado )

COUNTY OF Pueblo ) ss.

The foregoing was acknowledged before me this 23 day of December, 2021, by  
Mark Merley as member of Stonewall Springs Quarn,

[Signature] My Commission Expires: 10/6/22  
Notary Public

JODI D SCHREIBER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064001792  
MY COMMISSION EXPIRES OCTOBER 6, 2022

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. 11 PAIR CABLE (COPPER)
2. 25 PAIR CABLE (COPPER)
3. 2-1 PR CABLES (COPPER)
4. \_\_\_\_\_
5. \_\_\_\_\_

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

**CERTIFICATION**

The Applicant, Fremont Paving & Ready Mix, Inc. (print applicant/company name),  
by John P. Ary (print representative's name), as President (print  
representative's title), does hereby certify that LUMEN (CENTURYLINK) (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 Stonewall Springs Quarry Gravel Pit (operation name),  
File Number M-2012-045.

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

**NOTARY FOR PERMIT APPLICANT**

**ACKNOWLEDGED BY:**

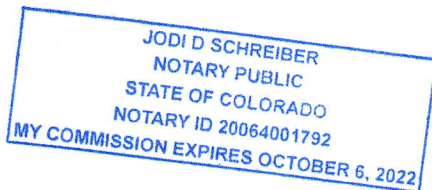
Applicant Fremont Paving & Ready Mix, Inc. Representative Name John P. Ary  
Date 1/19/2022 Title President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Pueblo )

The foregoing was acknowledged before me this 19 day of January, 2022, by  
John P. Ary as President of Fremont Paving & Ready Mix, Inc.

Jodi D. Schreiber  
Notary Public

My Commission Expires: 10/6/22



**NOTARY FOR STRUCTURE OWNER**

**ACKNOWLEDGED BY:**

Structure Owner LUMEN (CENTURYLINK) Name ANTHONY HASENACK

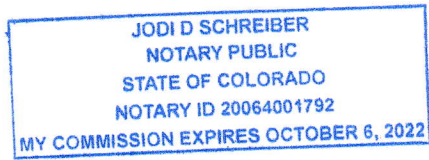
Date 01/18/2022 Title ENGINEER II

STATE OF Colorado )  
 ) ss.  
COUNTY OF Pueblo )

The foregoing was acknowledged before me this 18<sup>th</sup> day of January, 2022, by  
Anthony Hasenack as Engineer II of Lumen.

  
Notary Public

My Commission Expires: 10/6/22



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. Colorado Highway 50
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

(Please list additional structures on a separate page)

**CERTIFICATION**

The Applicant, Fremont Paving & Redimix, Inc. (print applicant/company name),  
by John P. Amy (print representative's name), as President (print  
representative's title), does hereby certify that Colorado Dept. of Transportation (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 Glenwood Springs Gravel Quarry (operation name),  
File Number M-2012-045

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

**NOTARY FOR PERMIT APPLICANT**

**ACKNOWLEDGED BY:**

Applicant Fremont Paving & Redimix, Inc. Representative Name John P. Amy  
Date 2/11/2022 Title President

STATE OF Colorado  
COUNTY OF  Pueblo  ) ss.

The foregoing was acknowledged before me this 11<sup>th</sup> day of February, 2022 by  
John P. Amy as President of Fremont Paving & Redi., Inc.

Jodi D. Schreiber My Commission Expires: 10/6/22  
Notary Public

JODI D SCHREIBER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20084001792  
MY COMMISSION EXPIRES OCTOBER 6 2022

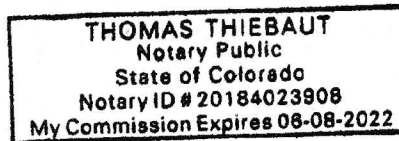
**NOTARY FOR STRUCTURE OWNER**

**ACKNOWLEDGED BY:**

Structure Owner CSOT Name Valerie F. Vigil  
Date 02/14/2022 Title Regional Permits Program Manager.  
STATE OF Colorado  
COUNTY OF Pueblo ss. Valerie F. Vigil

The foregoing was acknowledged before me this 14<sup>th</sup> day of February, 2022, by  
Valerie F. Vigil as Permits Program of Colorado Department  
Manager of Transportation

Thomas Thiebaud My Commission Expires: 06-08-2022  
Notary Public



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

\*\*\*\*\*

### **Structure Agreement**

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

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- b) Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

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

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

1. Water Structures : 2777098
2. 277131 277194
3. 277100 277097
4. 277132
5. 277135

(Please list additional structures on a separate page)

**CERTIFICATION**

The Applicant, Fremont Paving & Redimix, Inc. (print applicant/company name),  
by John P. Ary (print representative's name), as President (print  
representative's title), does hereby certify that Mark Morley (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 Stonewall Springs Quarry Gravel Pit (operation name),  
File Number M-2012-045

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

**NOTARY FOR PERMIT APPLICANT**

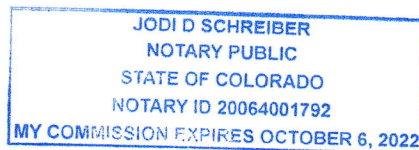
ACKNOWLEDGED BY:

Applicant Fremont Paving & Redimix, Inc. Representative Name John P. Ary  
Date December 22, 2021 Title President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Pueblo )

The foregoing was acknowledged before me this 22 day of December, 2021, by  
John P. Ary as President of Fremont Paving & Redimix, Inc.

Jodi D. Schreiber My Commission Expires: 10/6/22  
Notary Public



**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner Mark Morley Name [Signature]

Date 12/23/21 Title Structure Owner

STATE OF Colorado )

COUNTY OF Pueblo ) ss.

The foregoing was acknowledged before me this 23 day of December, 2021, by  
Mark Morley as Structure Owner of \_\_\_\_\_.

[Signature] My Commission Expires: 10/06/22  
Notary Public

JODI D SCHREIBER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064001792  
MY COMMISSION EXPIRES OCTOBER 6, 2022

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. Excelsior Ditch
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

**CERTIFICATION**

The Applicant, Fremont Paving & Redimix, Inc. (print applicant/company name),  
by John P. Any (print representative's name), as President (print  
representative's title), does hereby certify that Excelsior Irrigating Co. (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 Stonewall Springs Quarry Gravel (operation name),  
File Number M-2062-045 Pit

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

**NOTARY FOR PERMIT APPLICANT**

**ACKNOWLEDGED BY:**

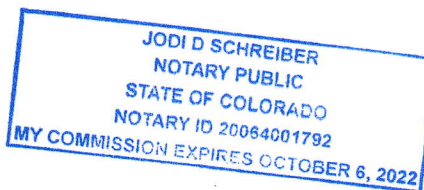
Applicant Fremont Paving & Redimix, Inc. Representative Name [Signature]  
Date November 27, 2021 Title President

STATE OF Colorado )  
COUNTY OF Pueblo ) ss.

The foregoing was acknowledged before me this 27 day of November, 2021, by  
John P. Any as President of Fremont Paving & Redimix, Inc.

[Signature]  
Notary Public

My Commission Expires: 10/6/22



**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner Kt Ricken Name Kent Ricken

Date 11/30/21 Title General Manager

STATE OF Colorado ) ss.

COUNTY OF Otero )

The foregoing was acknowledged before me this 30th day of Nov., 2021, by  
Kent Ricken as General Manager of ETC.

Carol E. Reeves My Commission Expires: 8-4-2025  
Notary Public

CAROL E REEVES  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19934011404  
MY COMMISSION EXPIRES AUGUST 4, 2025

February 22, 2022

Subject: Stonewall Springs Quarry Gravel Pit  
Permit No. M2012-045

TO WHOM IT MAY CONCERN:

We have conducted an analysis of the proposed gravel pit relative to structures located along the north side of the quarry site. The assumed soil profile, soil types, groundwater depths, and analysis constraints are as shown on the following sheet.

Based upon our analysis, the proposed 3:1 cut slope will be stable and there will not be any damage to the buildings north of the quarry property line. An exception to this would be in the event of a rapid drawdown of a significant buildup of water. A situation in which this may arise is if the dewatering system fails and there is a significant buildup of groundwater or if there is an extreme rainfall event which results in floodwater flowing into the pit and then the water is rapidly pumped out of the pit. In either case, if the water to be pumped out is more than 12-inches of depth this engineer shall be consulted before dewatering is resumed.

A "significant" buildup of groundwater is dependent upon the depth of the excavation below the groundwater elevation and the depth of the ponded water.

Respectfully,

Ricky A. Kidd, PE  
President



Attachment



February 22, 2022

Subject: Stonewall Springs Quarry Gravel Pit  
Permit No. M2012-045

TO WHOM IT MAY CONCERN:

We have conducted an analysis of the proposed gravel pit relative to Nyberg Road, located along the north side of the quarry site. The assumed soil profile, soil types, groundwater depths, and analysis constraints are as shown on the following sheet.

Based upon our analysis, the proposed 3:1 cut slope will be stable and there will not be any damage to either Nyberg Road or the Pete Lien property lying east of the quarry property line. An exception to this would be in the event of a rapid drawdown of a significant buildup of water. A situation in which this may arise is if the dewatering system fails and there is a significant buildup of groundwater or if there is an extreme rainfall event which results in floodwater flowing into the pit and then the water is rapidly pumped out of the pit. In either case, if the water to be pumped out is more than 12-inches of depth this engineer shall be consulted before dewatering is resumed.

A "significant" buildup of groundwater is dependent upon the depth of the excavation below the groundwater elevation and the depth of the ponded water.

Respectfully,

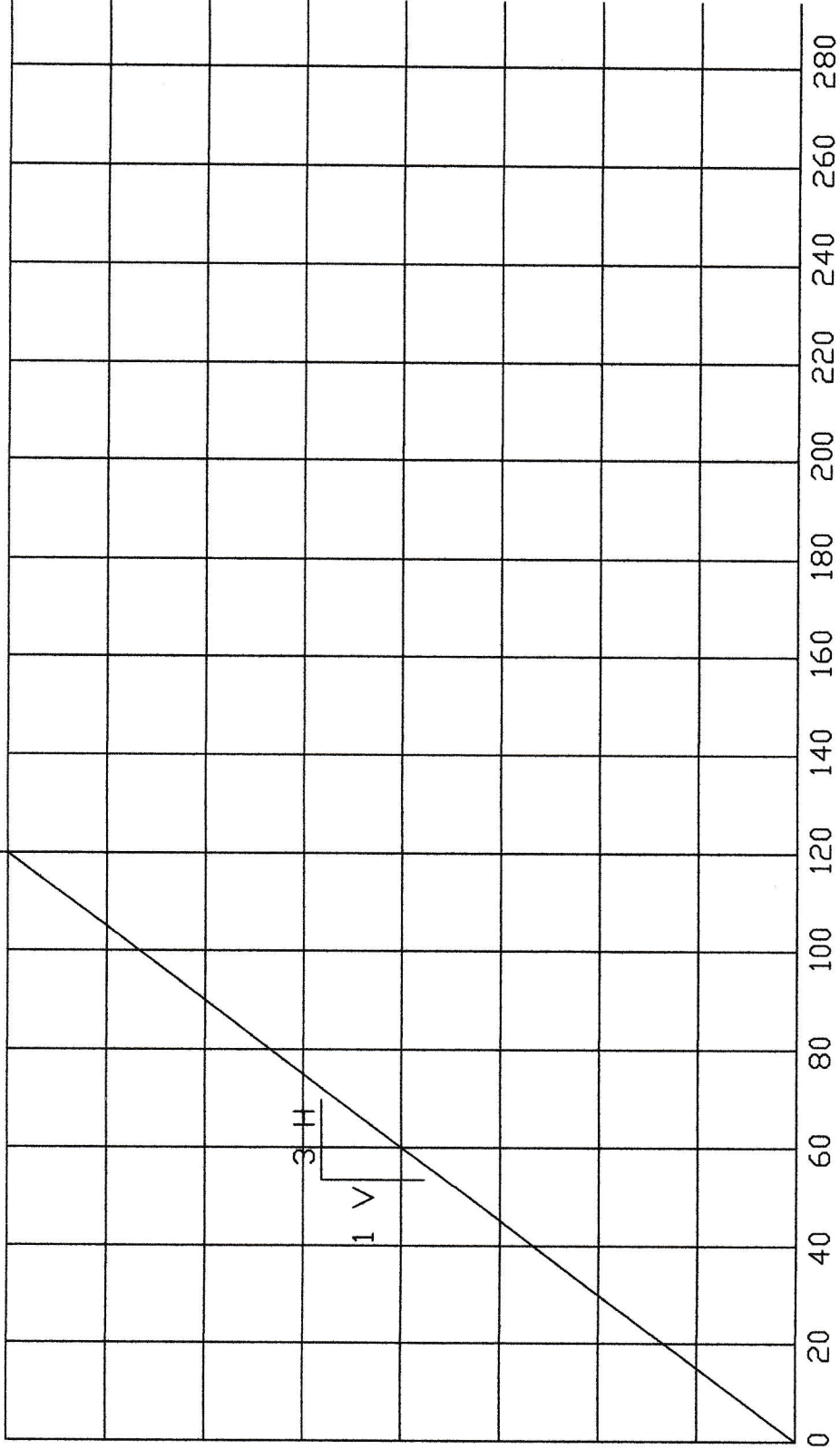
Ricky A. Kidd, PE  
President



Attachment

200.0'

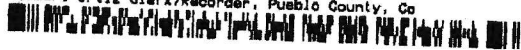
0  
CL  
14  
GP  
30  
GP  
40



ASSUMED SOIL  
PROFILE

NOTES:

1. The assumed soil profile is based on data from boreholes Nos. 1005, 1011, 1014, 1017 PFM Consulting.
2. The top of the cut



**COLORADO INTERSTATE GAS COMPANY**  
**RIGHT OF WAY AGREEMENT**

5015104

STATE OF	<u>Colorado</u>	)	LL	<u>248A - Aguilar Lateral LL# 117;118</u>
		)ss.		
COUNTY OF	<u>Pueblo</u>	)	CO	<u>126965</u>

**KNOW ALL MEN BY THESE PRESENTS:**

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of TEN AND NO/100----- Dollars (\$ 10.00 ) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto COLORADO INTERSTATE GAS COMPANY a Delaware Corporation, its successors and assigns (hereinafter called "COMPANY"), a right of way and easement for the purposes of laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing a single pipeline (with fittings, tie-overs, cathodic protection equipment, and all appliances appurtenant thereto) for the transportation of oil, gas, or any other liquids or substances associated with natural gas, along routes convenient for COMPANY's operations across the lands of OWNER, situated in the County of Pueblo, State of Colorado, more particularly described as follows:

Portion of W1/2, Section 1, Township 21 South, Range 63 West  
Portion of W1/2, Section 36, Township 20 South, Range 63 West

more particularly shown on Plat No(s) 248AU-117 & 248AU-118, marked Exhibit "A", and by this reference made part hereof. Said right of way and easement granted being 85 feet in width during construction and thereafter 50 feet in width throughout, extending on, over and across the above described land.

OWNER, his successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that COMPANY shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipe line, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPANY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipeline and over and across said lands. OWNER, his successors and assigns, shall not without COMPANY's written consent disturb the surface of the Right of Way in a manner which will result in the removal of surface cover from the pipeline.

COMPANY and OWNER shall observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants, including without limitation, any requirement to call the "One-Call" system prior to the construction or excavation along said Right of Way.

COMPANY shall have all privileges necessary or convenient for the full use of the rights granted herein, including without limitation the right to take any action necessary for compliance with federal, state or local laws, rules and regulations.

Upon completion of the installation of the Pipeline, COMPANY, shall grade, re-seed and restore the surface of the ground over said Right of Way and any other portion of the OWNER's property disturbed by COMPANY during the construction and installation of the Pipeline to the condition which it was in immediately preceding the construction and installation to the extent reasonably possible. Further, COMPANY shall repair any damage to pasture, fences and other improvements, and pay for any damage to livestock resulting from laying, constructing, maintaining, operation, repairing, replacing or removing the Pipeline.

All fences that must be cut in order to accomplish any of the purposes herein above granted to COMPANY shall be "H" braced on each side of the area covered by this grant and the wire secured so that when the fence is cut, within the remainder of the fence shall not go slack or be slackened and after said installation or repair, said fence shall be replaced in as good as condition as said fences were before cutting. COMPANY will install gates along said right of way at landowner's request and at reasonable and mutually agreed upon locations.

COMPANY and OWNER shall not be responsible for injury to persons or damage to property from any cause outside their control, including without limitation, negligence or intentional acts of the other or third party persons.

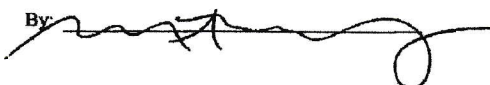
Should COMPANY abandon or permanently remove the pipeline, the Right of Way Agreement shall terminate, and COMPANY shall record, at its expense, a document evidencing such termination in the office of the Clerk and Recorder of Pueblo County, Colorado. It is agreed that this Easement agreement as written is assignable in whole or in part and that above covers all agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

TO HAVE AND TO HOLD said right of way and easement unto said COMPANY, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said right of way and easement unto said COMPANY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Executed this 31<sup>ST</sup> day of MARCH 2009

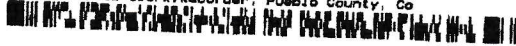
OWNER(s)

Stonewall Springs Quarry, LLC

By: 

Title: MANAGER

1801455 R09 AG 04/08/2009 03:53:12 PM  
Page: 2 of 5 R 31.00 D 0.00 T 31.00  
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

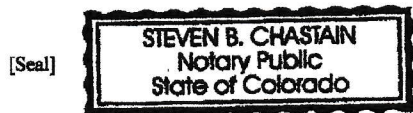


CORPORATE ACKNOWLEDGEMENT

STATE OF Colorado )  
COUNTY OF Pueblo )ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 31 day of MARCH, 2009, personally appeared MARK Morley a MANAGER, for Stonewall Springs Quarry, LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Steven B. Chastain  
Notary Public  
5860 Pemberton Way, Colo Spgs Co 80919  
Address

My Commission expires:

4/14/2011

STATE OF Colorado )  
COUNTY OF Pueblo )ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared \_\_\_\_\_ a \_\_\_\_\_, for \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

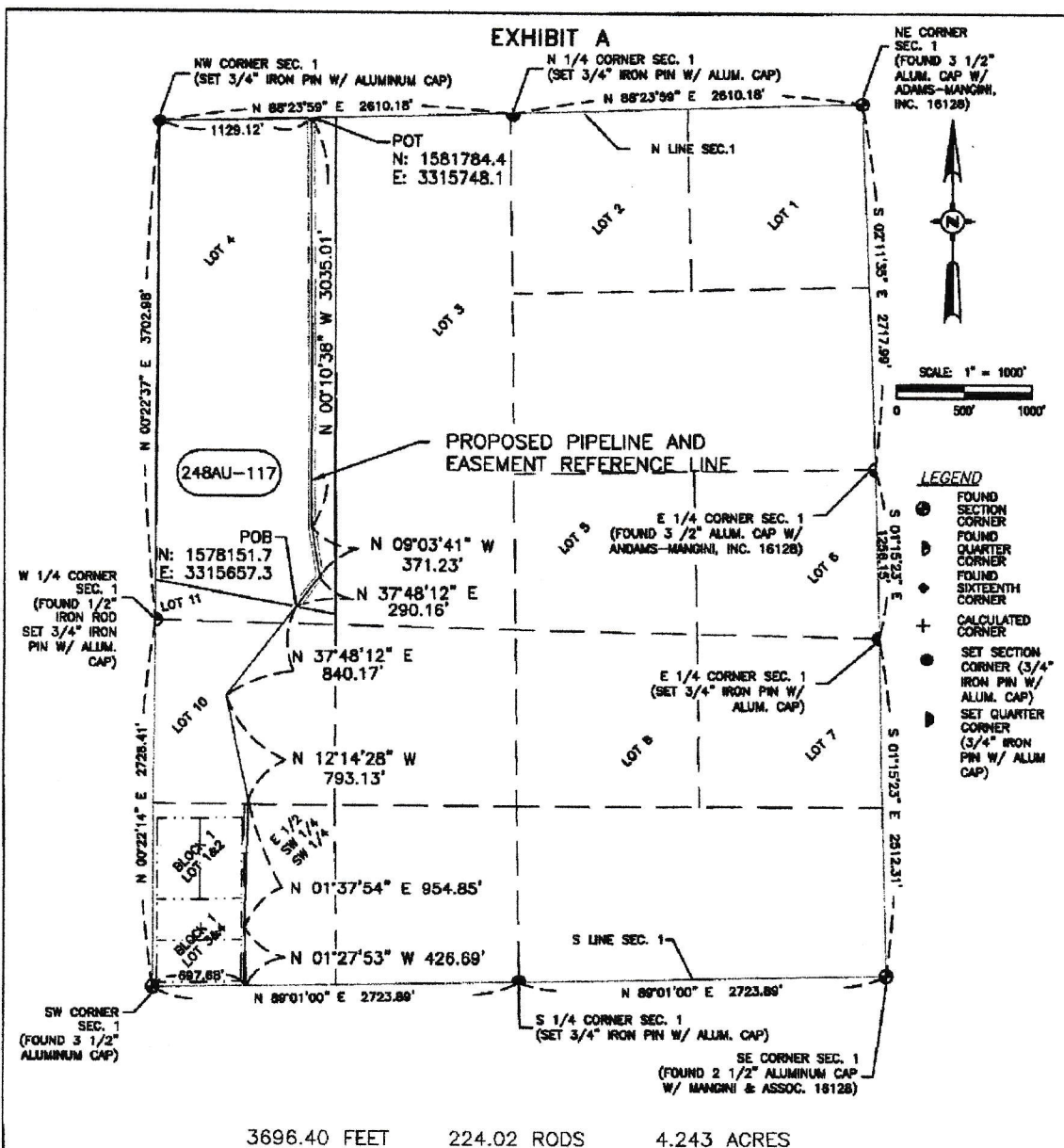
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Seal]

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

My Commission expires:

\_\_\_\_\_



1801468 ROR AG 04/08/2009 03:53:12 PM  
 Page: 4 of 6 R 31.00 D 0.00 T 31.00  
 Gilbert Ortiz Clerk/Recorder, Pueblo County, Co

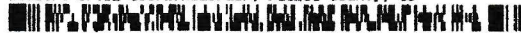
SURVEYED AND PREPARED BY: L.W. SURVEY ENGINEERING & DESIGN COMPANY 1 EAST FIRST STREET, SUITE 201 DULUTH, MN 55802 218-722-8211								<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 40%;">DESCRIPTION</th> <th style="width: 10%;">PROJ. ID</th> <th style="width: 10%;">APPR.</th> </tr> <tr> <td colspan="6" style="text-align: center;">REVISIONS</td> </tr> </table>				NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.	REVISIONS					
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.																		
REVISIONS																							
Division: ROCKY MOUNTAIN		Op. Area: PUEBLO		<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">             EASEMENT EXHIBIT              LN. 248A-16"              AGUILAR LATERAL              STONEWALL SPRINGS QUARRY, LLC           </div> <div style="text-align: center;"> <p>Colorado Interstate Gas <small>an El Paso company</small></p> </div> </div>																			
State: COLORADO		Co./Par.: PUEBLO																					
Section: 1		Township: 21S Range: 63W																					
DR: WLT Date: 08-11-08 Project ID: 128965		Chk: Date: Scale: AS SHOWN																					
Appr: Date:		Filename: 0248-AU-0117		248AU-117		Sheet: 1 of 2 Type: ACAD		Rev. 0															

## EXHIBIT A

1801466 ROR\_AG 04/05/2009 03:53:12 PM

Page: 5 of 6 R 31.00 D 0.00 T 31.00

Gilbert Ortiz Clerk/Recorder - Pueblo County, Co

EASEMENT DESCRIPTION

A perpetual easement for pipeline purposes over, under and across Section 1 Township 21 South Range 63 West of the Sixth Principal Meridian, Pueblo County, Colorado. The said easement in Lot 4 of said Section 1 has a length of 3696.40 feet (224.02 rods) and an area of 4.243 acres, more or less, per document of record provided by Colorado Interstate Gas. The easement is 50 feet in width, being 25 feet on both sides of the following described centerline:

Commencing at the Southwest Corner of said Section 1; Thence N89°01'00"E (bearings based on UTM Zone 13), along the South line of said Section 1, a distance of 697.68 feet. Thence N01°27'53"W for a distance of 426.69 feet; Thence N01°37'54"E for a distance of 954.85 feet; Thence N12°14'28"W for a distance of 793.13 feet; Thence N37°48'12"E for a distance of 840.17 feet to the point of beginning, whose coordinates are N1578151.7 (CSPCCS) and E3315657.3 (CSPCCS). Thence continuing N37°48'12"E for a distance of 290.17 feet; Thence N09°03'41"W for a distance of 371.23 feet; Thence N00°10'38"W for a distance of 3035.01 feet to the intersection of the North line of said Section 1, being the point of termination, whose coordinates are N1581784.4 (CSPCCS) and E3315748.1 (CSPCCS). The said point of intersection bears N88°23'59"E, along the North line of said Section 1, a distance of 1129.12 feet from the Northwest Corner of said Section 1.

The sidelines, of said perpetual easement, were prolonged or shortened to terminate on the boundary lines.

## CERTIFICATE OF SURVEYOR

This is to certify that I am a Registered Professional Land Surveyor, in the State of Colorado and that the above description was prepared from field notes of actual surveys made under my directions of the section corners and centerline of easement only, and that deeds supplied by Colorado Interstate Gas were graphically overlaid, that the same are true to the best of my knowledge and belief.

LEE R. MARLOW III  
SURVEYOR LS38032



## NOTES


- 1) The accompanying plot does not constitute a boundary survey.
- 2) Easement centerline may not represent location of pipeline.
- 3) Client did not want rights-of-way and easements shown.
- 4) Basis of bearings - Geodetic bearings as established by GPS observations, calculated by NGS\_OPUS.
- 5) Distances and Bearings shown are relative to UTM Zone 13 North NAD 83. All distance shown are US Survey Feet.
- 6) PCB and POT coordinates are based on Colorado State Plane Coordinates Colorado South (CSPCCS).
- 7) Combined adjustment factor: 0.99960 (grid to Ground).

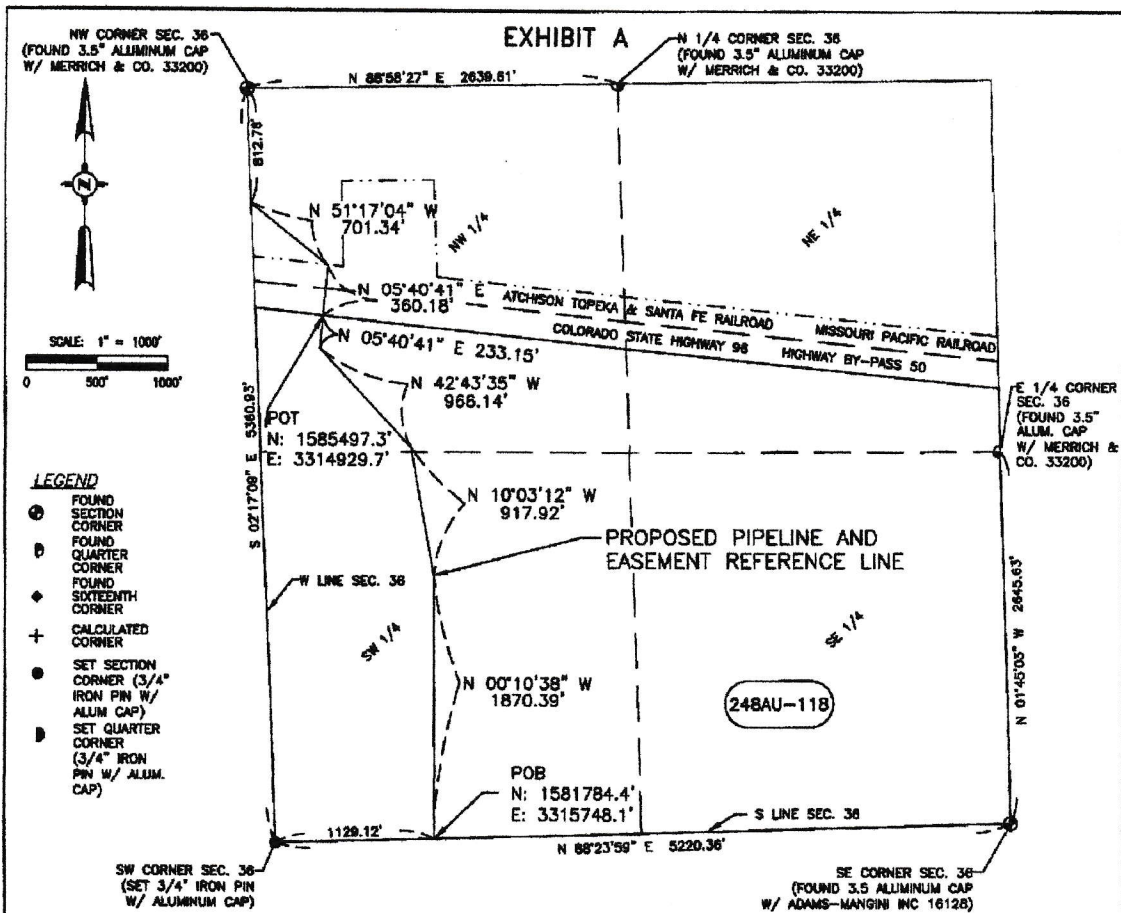
## SURVEYED AND PREPARED BY:

L.W. SURVEY ENGINEERING &  
DESIGN COMPANY  
1 EAST FIRST STREET, SUITE 201  
DULUTH, MN 55802  
218-722-6211



District: ROCKY MOUNTAIN	Op. Area: PUEBLO
State: COLORADO	Co./Par.: PUEBLO
Section: 1	Township: 21S Range: 63W
Drt: WLT	Date: 08-11-08 Project ID: 128963
Chic:	Date:
Appr:	Date:
	Filename: 0248-AU-0117A

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
REVISIONS					
EASEMENT EXHIBIT LN. 248A-16" AGUILAR LATERAL STONEWALL SPRINGS QUARRY, LLC				 Colorado Interstate Gas an El Paso company	
				248AU-117A	Sheet: 2 of 2 Type: ACAD



3987.60 FEET      241.67 RODS      4.577 ACRES

### EASEMENT DESCRIPTION

A perpetual easement for pipeline purposes over, under and across Section 36 Township 20 South Range 63 West of the Sixth Principal Meridian, Pueblo County, Colorado. The said easement in the Southwest Quarter and a portion of the Northwest Quarter lying South of Colorado State Highway 98 of said Section 36 has a length of 3987.60 feet (241.67 rods) and an area of 4.577 acres, more or less, per document of record provided by Colorado Interstate Gas. The easement is 50 feet in width, being 25 feet on both sides of the following described centerline:

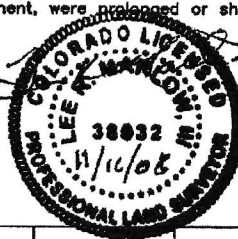
Commencing at the Southwest Quarter Corner of said Section 36; Thence N88°23'59"E (bearing based on UTM 13), along the South line of said Section 36, a distance of 1129.12 feet to the point of beginning, whose coordinates are N1581784.4 (CSPCCS) and E3315748.1 (CSPCCS). Thence N00°10'38"W a distance of 1870.39 feet; Thence N10°03'12"W a distance of 917.92 feet; Thence N42°43'35"W a distance of 966.14 feet; Thence N05°40'41"E a distance of 233.15 feet to the point of termination, whose coordinates are N1585497.3 (CSPCCS) and E3314929.7 (CSPCCS). Thence continuing along said proposed reference line N05°40'41"E a distance of 360.18 feet; Thence N51°17'04"W a distance of 701.34 feet to the intersection of the West line of said Section 36. The said point of intersection bears S02°17'09"E along the West line of said Section 36 a distance of 812.76 feet.

The sidelines, of said perpetual easement, were prolonged or shortened to terminate on the boundary lines.

### CERTIFICATE OF SURVEYOR

This is to certify that I am a Registered Professional Land Surveyor, in the State of Colorado and that the above description was prepared from field notes of actual surveys made under my directions of the section corners and centerline of easement only, and that deeds supplied by Colorado Interstate Gas were graphically overlaid, that the same are true to the best of my knowledge and belief.

LEE R. MARLOW II  
SURVEYOR LS38032



### NOTES

- 1) The accompanying plot does not constitute a boundary survey.
- 2) Easement centerline may not represent location of pipeline.
- 3) Client did not want rights-of-way and easements shown.
- 4) Basis of bearings - Geodetic bearings as established by GPS observations, calculated by WGS\_84.
- 5) Distances and Bearings shown are relative to UTM Zone 13 North NAD 83. All distances shown are US Survey Feet.
- 6) POB and POT coordinates are based on Colorado State Plane Coordinates Colorado South (CSPCCS).
- 7) Combined adjustment factor: 0.99980 (grid to Ground).

### SURVEYED AND PREPARED BY:

L.W. SURVEY ENGINEERING &  
DESIGN COMPANY  
1 EAST FIRST STREET, SUITE 201  
DULUTH, MN 55802  
218-722-8211



Division: ROCKY MOUNTAIN	Op. Area: PUEBLO
State: COLORADO	Co./Par.: PUEBLO
Section: 36	Township: 20S Range: 63W
DR: ABR	Date: 08/27/08 Project ID: 128985
Chk:	Date: Scale: AS SHOWN
Appr:	Date: Filename: 0248-AU-0118

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
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### REVISIONS

EASEMENT EXHIBIT  
LN. 248A-16"  
AGUILAR LATERAL  
STONEWALL SPRINGS QUARRY, LLC



**Colorado Interstate Gas**  
an El Paso company

248AU-118

Sheet: 1 of 1  
Type: ACAD  
Rev. 0

1801468 ROR AQ 04/08/2009 03:53:12 PM  
Page: 6 of 8 R 31.08 D 0.00 T 31.00  
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



March 31, 2009

Stonewall Springs Quarry, LLC  
Attn: Mr. Mark Morley, Manager  
20 Boulder Crescent, 2<sup>nd</sup> Floor  
Colorado Springs, CO 80903

Re: Copies of the executed right of way documents associated with the Raton Expansion  
2010 Project.

Mark,

Enclosed are copies of all executed documents and the stipulations page as per your  
request. Thank you again for your cooperation in this matter. If you have any additional  
concerns please let me know.

Regards,



Steve Chastain  
Senior Right of Way Agent  
Representing Western Pipelines  
Colorado Interstate Gas Company  
(719) 314-6907  
steve.chastain@elpaso.com

RATON EXPANSION  
LINE LL# 117 & 118

LANDOWNER:

Stonewall Springs Quarry, LLC  
20 Boulder Crescent 2nd Flr  
Colo Spgs, CO 80903

PHONE:

(719) 499-4390 (MARK MARLEY)  
(719) 471-1742

TENANT:

John Singletary  
231 Nyberg Rd.  
Pueblo, CO 81006-9603  
(719) 948-5365

PHONE:

STIPULATIONS:

Increase pipe depth & add heavy wall  
pipe south of Hwy 50 to accomodate  
installation of future underroad  
conveyor system & gravel storage  
on site.