

## EXHIBIT N: SOURCE OF LEGAL RIGHT TO ENTER

The ownership of the permit area is divided into 4 areas.

- A. Property owned by Martin Marietta,
  - a. Property labeled on the following page with a “1”
- B. Property owned by City of Greeley and the Tri-Districts
  - a. Property labeled on the following page with “2”.
  - b. Property sold by our predecessor and leased back until mining is completed per Surface Use Agreement
  - c. The only portion remaining to be mined is Area E-I (Currie A) where the processing plant currently sits. Area E-II will be the last phase mined out for the whole permit. Part of the transaction included Lafarge/Martin Marietta retaining the sand and gravel mineral.
- C. Property owned by several entities associated with William Seaworth.
  - a. Property labeled with a “3” is owned by William and Paulette Seaworth. Previously sold by Martin Marietta (or one of our predecessors) retaining the right to enter for their successors and assigns
  - b. Property labeled with a “4” is owned by Seaworth Augmentation. Sold by our predecessor in 2010 retaining the right to enter for their successors and assigns
  - c. Property labeled with a “5” is owned by Ronny and Billy, LLC Previously sold by Martin Marietta retaining use until the DRMS permit is released.
- D. Larimer County Public Right of Way
  - a. Labeled on the following page with a “6”

Home Office Permit 1977-439  
Exhibit N - Right of Entry



Permit Boundary

# Owner

- 1 Martin Marietta Materials, Inc.
- 2 City of Greeley 50%, Fort Collins Loveland Water District 21%, East Larimer County Water District 12.5%, North Weld County Water District 16.5%
- 3 William and Paulette Seaworth
- 4 Seaworth Augmentation LLC (previously William and Paulette Seaworth)
- 5 Ronny & Billy LLC
- 6 Taft Hill Road – Larimer County

## **Owner 1 – Martin Marietta**

**SPECIAL WARRANTY DEED**  
(Colorado)

**THIS DEED**, Made this 4th day of December, 2011, between Lafarge West, Inc., a Delaware corporation, whose legal address is 10170 Church Ranch Way, Suite 200, Westminster, Colorado 80021 (together, "Grantor"), and Martin Marietta Materials, Inc., a North Carolina corporation, whose legal address is 2710 Wycliff Road, Raleigh, North Carolina 27607 ("Grantee"):

**WITNESSETH**, That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described as follows:

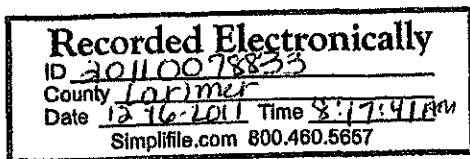
*Larimer*

**See attached EXHIBIT "A" Legal Description**

also known by street and number as: 1800 Taft Hill Road, Fort Collins, Colorado

Together with Grantor's interest in all buildings, structures and other improvements, all tenements, hereditaments, easements, appurtenances and privileges thereto belonging, all trees, timber and crops now located thereon or thereunder and to the extent owned by Grantor, all sand, gravel, clay and any other mineral on the Property and all water rights arising from ownership of the Property.

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto Grantee, its heirs, successors and assigns forever. This conveyance is made subject to the matters set forth on Exhibit B attached hereto (the "Permitted Title Exceptions"). Grantor, for itself, its successors and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, but not otherwise, except as to the Permitted Title Exceptions.



**SPECIAL WARRANTY DEED**  
(Colorado)

**THIS DEED**, Made this 9th day of December, 2011, between Lafarge West, Inc., a Delaware corporation, whose legal address is 10170 Church Ranch Way, Suite 200, Westminster, Colorado 80021 (together, "Grantor"), and Martin Marietta Materials, Inc., a North Carolina corporation, whose legal address is 2710 Wycliff Road, Raleigh, North Carolina 27607 ("Grantee"):

**WITNESSETH**, That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of ~~Weld~~, State of Colorado, described as follows:

*Larimer*

**See attached EXHIBIT "A" Legal Description**

also known by street and number as: 1800 Taft Hill Road, Fort Collins, Colorado

Together with Grantor's interest in all buildings, structures and other improvements, all tenements, hereditaments, easements, appurtenances and privileges thereto belonging, all trees, timber and crops now located thereon or thereunder and to the extent owned by Grantor, all sand, gravel, clay and any other mineral on the Property and all water rights arising from ownership of the Property.

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto Grantee, its heirs, successors and assigns forever. This conveyance is made subject to the matters set forth on Exhibit B attached hereto (the "Permitted Title Exceptions"). Grantor, for itself, its successors and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, but not otherwise, except as to the Permitted Title Exceptions.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto subscribed by its vice president-business development, and its corporate seal to be hereunto affixed, attested by its attorney, the day and year first above written.

GRANTOR:

Lafarge West, Inc., a Delaware corporation

Attest:

By:

[Signature]  
Name: Joseph Lubinski  
Its: attorney

By:

[Signature]  
Name: Marty McGuirk  
Its: Vice President - Business Development

(SEAL)

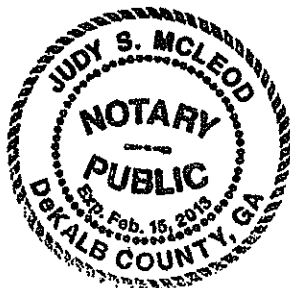
STATE OF Georgia )  
County of Fulton ) ss.

The foregoing instrument was acknowledged before me this 9th day of December, 2011, by Marty McGuirk as VP-Business Development of Lafarge West, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:

(Seal)



[Signature]  
Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

The land referred to in Schedule A is situated in the County of Larimer, State of Colorado and is described as follows:

Parcel 1:

Southeast Quarter Northwest Quarter, Southwest Quarter of Section 34, Township 8 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado.

Except that part conveyed to the Larimer and Weld Irrigation Company in instrument recorded May 27, 1957 in Book 1044 at Page 432.

And except that part conveyed to Cominco American Incorporated in instrument recorded December 8, 1980 in Book 2090 at Page 874.

Parcel 2:

Lot 2, Taft Hill Minor Land Division File # 04-S2375, recorded June 24, 2005 at Reception No. 20050051970.

Parcel 3:

A tract of land located in the SE1/4 of Section 33, T8N, R69W, of the 6th P.M., of Larimer County, Colorado, being more particularly described as follows:

Considering the East line of the SE1/4 of said Section 33 as bearing N 00°00'00" E, and with all bearings contained herein relative thereto:

Commencing at the SE corner of said Section 33; thence along said East line, N 00°00'00" E, 1320.00 feet to the True Point of Beginning. Thence, N 90°00'00" W, 396.00 feet to a point on the Southerly line of a tract of land described in Book 1793 and Page 983 as recorded with the Larimer County Clerk and Recorder; thence along said southerly line the following five courses; S 60°00'00" W, 396.00 feet; thence, S 65°15'00" W, 539.22 feet; thence S 76°30'00" W, 413.82 feet; thence N 39°15'00" W, 261.36 feet; thence N 08°00'00" W, 326.70 feet; thence departing said Southerly line, N 21°14'36" W, 228.38 feet; thence, N 12°19'50" W, 261.36 feet; thence N 05°34'05" W, 680.73 feet; thence S 89°57'29" E, 2046.46 feet to a point which bears S 00°00'00" W, 166.05 feet from the E1/4 corner of said Section 33; said point also being on the East line of SE1/4 of said Section 33; thence along said East line S 00°00'00" W, 1149.77 feet to the True Point of Beginning.

LESS AND EXCEPTING that property described in Special Warranty Deed recorded July 22, 2010 at Reception No. 20100042002.

Parcel 4:

A Tract of land located in the East half of Section 33, Township 8 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado, being a portion of a tract of land described in a Warranty Deed dated February 14, 1989 at Reception Number 89006735, Larimer County Clerk and Recorder's Office, being more particularly described as follows:

Considering the East line of the Northeast Quarter of said Section 33 as bearing N 00°26'21" W, (previously recorded as N 00°18'55" W, a difference of 00°07'46") with all bearings contained herein relative thereto:

Beginning at the East Quarter corner of said Section 33; Thence along the East line of the Southeast Quarter of said Section 33, S 00°07'46" E, 166.05 feet (previously recorded as S 00°00'00" W);

Thence S 89°54'45" W, 1395.88 feet (previously recorded as N 89°57'29" W)

Thence N 00°26'21" W, 1491.81 feet to the North line of the South Half of said Northeast Quarter;

Thence along said North line, N 89°49'54" E, 1396.77 feet (previously recorded as N 89°49'20" E) to the North sixteenth corner common to Section 33 and 34;

Thence along the East line of said Northeast Quarter, S 00°26'21" E, 1327.73 feet (previously recorded as S 00°18'35" E, 1327.75 feet) to the Point of Beginning.



**Owner 2 – City of Greeley, Fort Collins Loveland Water District, East Larimer  
County Water District, North Weld County Water District**

Lafarge sold in 2005 but retained access per Surface Use Agreement and Mineral Deed for sand and gravel, both of which have been assigned to Martin Marietta

## ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement ("Assignment"), dated as of the 9th day of December, 2011 ("Effective Date"), is by and among Lafarge West, Inc. ("Assignor"), Martin Marietta Materials, Inc., a North Carolina corporation ("Assignee"), and The City of Greeley, Colorado, a Colorado home rule municipal corporation, Fort Collins-Loveland Water District, a quasi-municipal corporation and political subdivision of the State of Colorado, North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado and East Larimer County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado (collectively "Landlord").

### RECITALS

A. Pursuant to those certain documents described on Schedule 1 attached hereto (collectively, the "Agreement"), Assignor acquired an interest in that certain real property (the "Premises") more particularly described on Exhibit A attached hereto by virtue of its merger with Mobile Premix Concrete, Inc.

B. Assignor desires by this Assignment to assign all of Assignor's right, title and interest in the Agreement to Assignee and Assignee desires to accept such Assignment in accordance with all terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Agreement and Assignee accepts such assignment as of the Effective Date. Assignee hereby accepts this Assignment and assumes and agrees to perform and comply with, for the benefit of Landlord, all of the covenants, duties and obligations of Assignor under the Agreement arising on or after the Effective Date, including, without limitation, the obligation to pay the rent specified therein, it being understood that Assignee is not assuming any covenants, duties or obligations of Assignor under the Agreement required to be performed prior to the Effective Date.

2. **Landlord's Consent.** Landlord hereby consents to this Assignment.

3. **Successors.** The provisions of this Assignment shall bind and the benefits shall inure to the heirs, representative, successors, and assigns of the parties hereto.

4. **Severability.** If any provision of this Assignment shall be held invalid or unenforceable for any reason or to any extent, the remainder of this Assignment or the application of the term or provision to persons or circumstances other than those as to whom or with respect to which it is held invalid or unenforceable, shall not be affected, and each shall be valid and enforceable to the fullest extent permitted by law. As between Assignor and Assignee, this Assignment is subject to the terms and conditions of the Asset Exchange Agreement by and among Assignor, certain of its affiliates, Assignee, and certain of its affiliates (the "Purchase Agreement"). As between Assignor and Assignee, in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

5. **Governing Law.** This Assignment shall be governed by, and constructed in accordance with, the laws of the State that governs the Agreement.

6. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Assignment may be executed by facsimile or other electronic signature and such electronic signature shall constitute an original for all purposes.

7. **Notices.** All notices, requests, concerns, approvals, payments in connection with this Assignment, or communications that either party desires or is required or permitted to give or make to the other party under the Lease shall only be deemed to have been given, made and delivered, when made or given in writing and personally served, or deposited with a reputable overnight courier such as FedEx, postage prepaid, and addressed to the parties as follows:

If to Assignor: c/o Lafarge North America Inc.  
10170 Church Ranch Way  
Westminster, CO 80021  
Attention: President

With a copy to: Legal Department  
Lafarge North America Inc.  
12018 Sunrise Valley Drive, Suite 500  
Reston, Virginia 20191  
Attention: General Counsel

If to Assignee: c/o Martin Marietta Materials, Inc.  
2710 Wycliff Road  
Raleigh, North Carolina 27607  
Attention: Chief Executive Officer & President

With a copy to: Martin Marietta Materials, Inc.  
2710 Wycliff Road  
Raleigh, North Carolina 27607  
Attention: Senior Vice President & General Counsel

If to Landlord: City of Greeley  
1100 10<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Greeley, Colorado 80631  
Attention: Director, Water and Sewer

City of Greeley  
1100 10<sup>th</sup> Street, Ste. 401  
Greeley, Colorado 80631  
Attention: City Attorney



Fort Collins-Loveland Water District  
North Weld County Water District  
East Larimer County Water District  
c/o Soldier Canyon Filter Plant  
4424 LaPorte Avenue  
Fort Collins, Colorado 80521  
Attention: Shawn E. Huff

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Hasler, Fonfara and Goddard, LLP  
125 South Howes, 6<sup>th</sup> Floor  
Fort Collins, Colorado 80521  
Attention: Joseph H. Fonfara

8. **Recording.** Assignee may, at its election and cost, cause this Assignment to be recorded in the real property records of the county in which the Premises are located. Upon such recording, this Assignment shall constitute record notice of the existence of the Agreement and the assignment thereof to Assignee. For purposes of providing such notice, the parties hereto hereby confirm that the expiration date of the Agreement is no later than December 31, 2027. Reference should be made to the Agreement for a full description of the rights and duties of the parties thereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNOR:

LAFARGE WEST, INC.,  
a Delaware corporation

By: Marty McGuirk  
Name: Marty McGuirk  
Title: Vice President - Business Development

STATE OF Georgia )  
COUNTY OF Fulton ) SS:

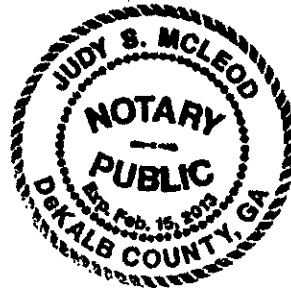
The foregoing instrument was acknowledged before me this 9th day of December, 2011,  
by Marty McGuirk, as VP-Business Development of  
Lafarge West, Inc.

WITNESS my hand and official seal.

My commission expires:

Judy S. McLeod  
Notary Public

[Signatures Continue on Next Page]



ASSIGNEE:

MARTIN MARIETTA MATERIALS, INC.,  
a North Carolina corporation

By: [Signature]  
Name: Jay M. Moreau  
Title: Vice President - Operations

STATE OF GEORGIA )  
 ) SS:  
COUNTY OF Fulton )

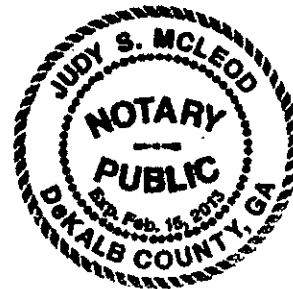
The foregoing instrument was acknowledged before me this 9th day of December, 2011,  
by Jay M. Moreau, as VP-Operations of  
Martin Marietta Materials, Inc.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires:

[Signatures Continue on Next Page]



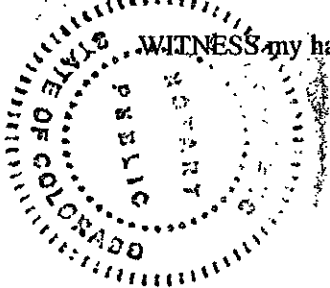
LANDLORD:

**THE CITY OF GREELEY, COLORADO**, a  
Colorado home rule municipal corporation,

By: [Signature]  
Name: Eric Reckentine  
Title: Deputy Director Water Resources

STATE OF Colorado )  
COUNTY OF Weld ) SS:

The foregoing instrument was acknowledged before me this 21st day of December, 2011,  
by Eric Reckentine, as Deputy Director of  
Water Resources of the City of Greeley



[Signature]  
Notary Public  
My commission expires: 1-31-15

**FORT COLLINS-LOVELAND WATER  
DISTRICT**, a quasi-municipal corporation and political  
subdivision of the State of Colorado,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.

**FORT COLLINS-LOVELAND WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado,

By: Michael D. DiTullio  
Name: Michael D. DiTullio  
Title: General Manager

STATE OF Colorado )  
 ) SS:  
COUNTY OF Larimer )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December 2011,  
by Michael D. DiTullio, as General Manager of  
The Fort Collins-Loveland Water District.

WITNESS my hand and official seal.

**My commission expires:**

3/16/2014

Sandra Haynes  
Notary Public







NORTH WELD COUNTY WATER DISTRICT, a  
quasi-municipal corporation and political subdivision of  
the State of Colorado

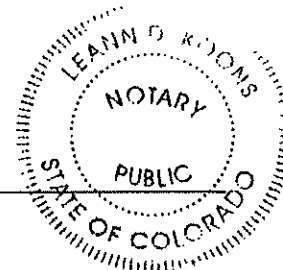
By: Don Rosselt  
Name: DON ROSSSETT  
Title: MANAGER

STATE OF Colorado )  
 ) SS:  
COUNTY OF Weld )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2011,  
by Don Rosselt, as Manager of  
North Weld County Water District.

WITNESS my hand and official seal.

Leann G. Koons  
Notary Public



My commission expires: 10-19-2012

EAST LARIMER COUNTY WATER DISTRICT, a  
quasi-municipal corporation and political subdivision of  
the State of Colorado

By:

Name:

Title:

Mike Schaid  
Mike Schaid  
General Manager

STATE OF Colorado )

) SS:

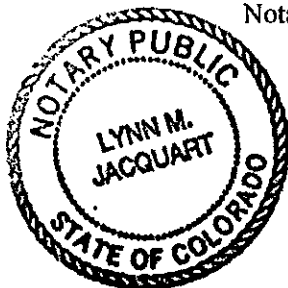
COUNTY OF Larimer )

The foregoing instrument was acknowledged before me this 27th day of December, 2011,  
by Mike Schaid, as General Manager of  
East Larimer County Water District

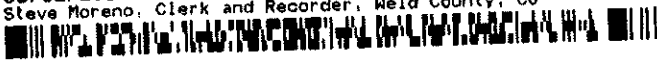
WITNESS my hand and official seal.

My commission expires:

10-29-2015



Lynn M. Jacquart  
Notary Public



Schedule 1

Description of Lease Agreement

Surface Use Agreement dated November 1, 2005, between Lafarge West Inc. and City of Greeley,  
Colorado, Fort Collins-Loveland Water District and North Weld County Water District and East Larimer  
County Water District

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Exhibit A

Legal Description

EXHIBIT "A"

Our Order No: FOC25045119-6

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL I:

LOT 1 TAFT HILL MINOR LAND DIVISION, COUNTY OF LARIMER, STATE OF COLORADO

PARCEL II:

A PART OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING A PORTION OF THAT DEED RECORDED IN BOOK 1450 AT PAGE 495, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NE CORNER OF SAID SECTION 4, THENCE ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 4, N 89 DEGREES 58' 10" W, 2396.69 FEET (PREVIOUSLY RECORDED AS WEST ON SECTION LINE, 2317 7/12THS FEET) TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE FORMER COLORADO AND SOUTHERN RAILROAD; THENCE ALONG SAID RIGHT OF WAY, S 56 DEGREES 14' 48" E, 2355.05 FEET (PREVIOUSLY RECORDED AS SOUTHEASTERLY PARALLEL WITH THE RAILROAD) TO A POINT ONE ROD (16.5 FEET) NORTH OF THE NORTH LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 4, (NORTH BOUNDARY OF EXCEPTED PARCEL RECORDED IN BOOK 347 AT PAGE 129 OF THE LARIMER COUNTY RECORDS); THENCE PARALLEL TO THE NORTH LINE OF SAID SE 1/4 OF THE NE 1/4 OF SAID SECTION 4, S 89 DEGREES 53' 04" E, 338.44 FEET TO THE EAST LINE OF SAID SECTION; THENCE N 00 DEGREES 00' 27" E, 1307.96 FEET (PREVIOUSLY RECORDED AS NORTH ON SECTION LINE) TO THE POINT OF BEGINNING.

PARCEL III:

A TRACT OF LAND BEING A PORTION OF THAT PARCEL DESCRIBED IN BOOK 1450 AT PAGE 495 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
THE S 1/2 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LESS AND EXCEPT THAT PORTION NORTH OF THE SOUTHERLY BOUNDARY OF PARCEL 2 AS SHOWN ON A BOUNDARY SURVEY OF WESTERN MOBILE, INC/SEAWORTH RECORDED AT RECEPTION NO. 20040091781 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, AND LESS AND EXCEPT THAT PART CONVEYED TO GREELEY, SALT LAKE AND PACIFIC RAILROAD COMPANY AS IT NOW EXISTS AND AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 30, 1993, AT RECEPTION NO. 93089982 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER.

PARCEL IV:

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING THE WESTERN MOBILE NORTHERN, INC PORTION OF THE BROOKMAN/WESTERN MOBILE NORTHERN INC BOUNDARY LINE ADJUSTMENT, FILE NO. 05-52415 RECORDED AT RECEPTION NO. 2005-0044369 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
CONSIDERING THE WEST LINE OF THE SW 1/4 OF SAID SECTION 33 TO BEAR S 00 DEGREES 08' 11" W, (PREVIOUSLY RECORDED AS S 00 DEGREES 00' 00" W) AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; BEGINNING AT THE W 1/4 CORNER OF SAID SECTION 33; THENCE ALONG SAID WEST LINE S 00 DEGREES 08' 11" W, 619.12 FEET (PREVIOUSLY RECORDED AS S 00 DEGREES 00' 00" W, 621.11) TO THE FORMER NORTHERLY RIGHT OF WAY LINE OF THE COLORADO AND SOUTHERN RAILROAD; THENCE

ALONG SAID RIGHT OF WAY, S 56 DEGREES 14' 48" E, 3174.55 FEET, (PREVIOUSLY RECORDED AS S 56 DEGREES 47' E, 3167.32 FEET) TO THE EAST LINE OF THE SAID SW 1/4; THENCE ALONG SAID EAST LINE, N 00 DEGREES 08' 03" W, 1078.97 FEET, (PREVIOUSLY RECORDED AS N 01 DEGREES 09' W, 1058.43 FEET) TO THE CS 1/16 CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33, N 89 DEGREES 55' 42" E, 329.43 FEET (PREVIOUSLY RECORDED AS S 89 DEGREES 55' 52" W, 330.01 FEET); THENCE N 00 DEGREES 08' 01" W, 146.04 FEET (PREVIOUSLY RECORDED AS N 00 DEGREES 00' 15" W, 146.04 FEET) TO A POINT ON THE CENTERLINE OF THE CACHE LA POUDE RIVER, SAID POINT ALSO BEING THE SE CORNER OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED AT RECEPTION NO. 90020585; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID TRACT AND THE CENTERLINE OF THE CACHE LA POUDE RIVER THE FOLLOWING 2 COURSES: 1) N 67 DEGREES 57' 40" W, 409.53 FEET, (PREVIOUSLY RECORDED AS N 67 DEGREES 49' 55" W, 409.53 FEET); 2) N 56 DEGREES 11' 50" W, 646.62 FEET, (PREVIOUSLY RECORDED AS N 56 DEGREES 04' 05" W, 646.62 FEET); 3) N 44 DEGREES 50' 45" W, 290.54 FEET, (PREVIOUSLY RECORDED AS N 44 DEGREES 32' W, 290.54 FEET); 4) N 17 DEGREES 19' 35" W, 464.82 FEET, (PREVIOUSLY RECORDED AS N 17 DEGREES 11' 50" W, 463.78 FEET) TO A POINT ON THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 33; THENCE CONTINUING ALONG THE APPROXIMATE CENTERLINE OF THE CACHE LA POUDE RIVER THE FOLLOWING 4 COURSES: 1) N 17 DEGREES 35' 55" W, 172.48 FEET; 2) N 32 DEGREES 44' 23" W, 120.37 FEET; 3) N 49 DEGREES 28' 09" W, 125.38 FEET; 4) N 68 DEGREES 51' 13" W, 188.82 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 33, SAID POINT ALSO BEING THE SE CORNER OF A TRACT OF LAND AS DESCRIBED IN A DEED RECORDED AT RECEPTION NO. 97059680; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT AND THE CENTERLINE OF THE CACHE LA POUDE RIVER THE FOLLOWING 9 COURSES: 1) N 83 DEGREES 27' 48" W, 75.78 FEET, (PREVIOUSLY RECORDED AS N 83 DEGREES 13' 30" W, 77.17 FEET); 2) S 85 DEGREES 49' 00" W, 107.57 FEET, (PREVIOUSLY RECORDED AS S 86 DEGREES 03' 18" W, 107.57 FEET); 3) S 76 DEGREES 08' 04" W, 361.83 FEET, (PREVIOUSLY RECORDED AS S 76 DEGREES 22' 22" W, 381.83 FEET); 4) S 88 DEGREES 28' 34" W, 54.59 FEET, (PREVIOUSLY RECORDED AS S 88 DEGREES 42' 52" W, 54.59 FEET); 5) N 85 DEGREES 53' 06" W, 108.94 FEET, (PREVIOUSLY RECORDED AS N 85 DEGREES 38' 48" W, 108.94 FEET); 6) N 79 DEGREES 29' 45" W, 142.44 FEET, (PREVIOUSLY RECORDED AS N 79 DEGREES 15' 27" W, 142.44 FEET); 7) N 66 DEGREES 24' 54" W, 178.24 FEET, (PREVIOUSLY RECORDED AS N 66 DEGREES 10' 36" W, 178.24 FEET); 8) N 55 DEGREES 16' 24" W, 189.31 FEET, (PREVIOUSLY RECORDED AS N 55 DEGREES 02' 06" W, 189.31 FEET); 9) N 58 DEGREES 44' 29" W, 165.74 FEET (PREVIOUSLY RECORDED AS N 59 DEGREES 06' 02" W, 162.30 FEET) TO A POINT ON THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 33, SAID POINT ALSO BEING THE SW CORNER OF SAID DEED RECORDED AT RECEPTION NO. 97059680; THENCE ALONG SAID WEST LINE, S 00 DEGREES 08' 24" E, 627.63 FEET, (PREVIOUSLY RECORDED AS S 00 DEGREES 05' 54" E, 627.68 FEET) TO THE POINT OF BEGINNING.

**PARCEL V:**

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING A PORTION OF THAT LAND DESCRIBED IN A QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2002021249, IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER, ALSO BEING PARCEL ONE AS DESCRIBED IN A BOUNDARY SURVEY OF WESTERN MOBILE, INC/SEA WORTH RECORDED AT RECEPTION NO. 20040091781 IN THE RECORDS OF

THE LARIMER COUNTY CLERK AND RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS; COMMENCING AT THE S 1/16 CORNER OF SECTION 33, TOWNSHIP 8 NORTH,  
RANGE 69 WEST OF THE 6TH P.M., AND CONSIDERING THE SOUTH LINE OF THE N 1/2 OF  
THE SE 1/4 OF SAID SECTION 33 AS BEARING N 89 DEGREES 55' 42" E, SAID LINE  
MONUMENTED ON THE WEST END BY A NO. 6 REBAR AND 2-1/2" CAP STAPED PLS 12374  
AND ON THE EAST END BY A NO. 6 REBAR AND A 2-1/2" CAP STAMPED PLS 33193, AND  
WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG SAID SOUTH  
LINE, N 89 DEGREES 55' 42" E, 329.43 FEET TO THE POINT OF BEGINNING, SAID  
POINT BEING THE SOUTHWESTERLY CORNER OF SAID DEED RECORDED AT RECEPTION NO.  
2002021249; THENCE N 00 DEGREES 08' 01" W, 56.94 FEET TO THE TOE OF THE CACHE  
LA POUDRE RIVER; THENCE ALONG SAID TOE, S 70 DEGREES 00' 09" E, 165.94 FEET TO  
THE SOUTH LINE OF THE N 1/2 OF THE SE 1/4 OF SAID SECTION 33; THENCE ALONG  
SAID SOUTH LINE, S 89 DEGREES 55' 42" W, 155.80 FEET TO THE POINT OF  
BEGINNING.

**LEGAL DESCRIPTION OF CURRIE A PARCEL**

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 69 WEST, OF THE 6TH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER SOUTH SIXTEENTH CORNER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST, SAID POINT BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED PLS 12374; AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 TO HAVE AN ASSUMED BEARING OF S00°08'03"E, (SOUTH END OF SAID LINE BEING MARKED BY A 3" ALUMINUM CAP STAMPED PLS 20123) WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, N89°55'42"E, 485.23 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 20040091780 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING EIGHT (8) COURSES:

- 1) S80°30'40"E, 244.69 FEET;
- 2) S50°32'12"E, 89.61 FEET;
- 3) S13°54'26"E, 127.87 FEET;
- 4) S11°07'32"E, 164.44 FEET;
- 5) S08°08'06"E, 164.70 FEET;
- 6) S29°21'14"E, 123.25 FEET;
- 7) S57°33'52"E, 225.10 FEET;
- 8) N82°39'32"E, 175.37 FEET;

THENCE S59°23'11"E, 301.32 FEET;

THENCE S19°26'41"W, 238.32 FEET;

THENCE S66°55'59"E, 150.88 FEET;

THENCE S35°20'48"W, 50.17 FEET;

THENCE N66°46'12"W, 397.04 FEET;

THENCE S80°04'14"W, 186.17 FEET;

THENCE N63°21'14"W, 324.67 FEET;

THENCE S33°45'12"W, 519.01 FEET TO THE NORTHERLY BOUNDARY OF A CITY OF FORT COLLINS PARCEL RECORDED AT RECEPTION NUMBER 93089982 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, SAID NORTHERLY BOUNDARY ALSO BEING THE FORMER NORTHERLY RIGHT-OF-WAY OF THE COLORADO AND SOUTHERN RAILROAD;

THENCE ALONG SAID NORTHERLY BOUNDARY N56°14'48"W, 560.84 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE ALONG SAID WEST LINE N00°08'03"W, 1078.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28.38 ACRES (1,236,429 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

Being a part of Parcels II and III described on the preceding pages of this Exhibit A.

**MINERAL DEED**  
(Colorado)

THIS DEED, Made this 7<sup>th</sup> day of December, 2011, between Lafarge West, Inc., a Delaware corporation, whose legal address is 10170 Church Ranch Way, Suite 200, Westminster, Colorado 80021 (together, "Grantor"), and Martin Marietta Materials, Inc., a North Carolina corporation, whose legal address is 2710 Wycliff Road, Raleigh, North Carolina 27607 ("Grantee"):

WITNESSETH, That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to all stone, sand, gravel and any overburden and valuable solid minerals, other than hydrocarbon minerals such as coal, oil, gas and associated liquid hydrocarbons, that are removed incident to sand and gravel operations from the real property commonly known as "Currie A" Parcel which is legally described on Exhibit "C" to that certain Special Warranty Deed recorded under Reception No. 2005-0093683 in the real property records of ~~Weld~~ Larimer County, Colorado.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its heirs, successors and assigns forever, subject to any matters of record.



<b>Recorded Electronically</b>	
ID	20110078834
County	Larimer
Date	12-16-2011 Time 8:17:42 AM
Simplifile.com 800.460.5857	

**MINERAL DEED**  
(Colorado)

**THIS DEED**, Made this 9th day of December, 2011, between Lafarge West, Inc., a Delaware corporation, whose legal address is 10170 Church Ranch Way, Suite 200, Westminster, Colorado 80021 (together, "Grantor"), and Martin Marietta Materials, Inc., a North Carolina corporation, whose legal address is 2710 Wycliff Road, Raleigh, North Carolina 27607 ("Grantee"):

**WITNESSETH**, That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to all stone, sand, gravel and any overburden and valuable solid minerals, other than hydrocarbon minerals such as coal, oil, gas and associated liquid hydrocarbons, that are removed incident to sand and gravel operations from the real property commonly known as "Currie A" Parcel which is legally described on Exhibit "C" to that certain Special Warranty Deed recorded under Reception No. 2005-0093683 in the real property records of ~~Weld~~ Larimer County, Colorado.

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto Grantee, its heirs, successors and assigns forever, subject to any matters of record.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto subscribed by its Vice president - business development, and its corporate seal to be hereunto affixed, attested by its attorney, the day and year first above written.

GRANTOR:

Lafarge West, Inc., a Delaware corporation

Attest:

By:

[Signature]  
Name: Joseph Lubinski  
Its: attorney

By:

[Signature]  
Name: Marty McGuirk  
Its: Vice President - Business Development

(SEAL)

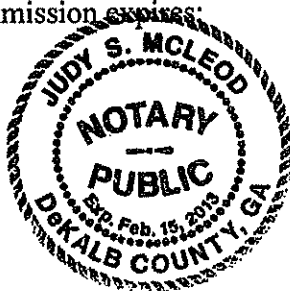
STATE OF Georgia )  
County of Fulton ) ss.

The foregoing instrument was acknowledged before me this 9th day of December 2011, by Marty McGuirk as VP - Business Development of Lafarge West, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:

(Seal)



[Signature]  
Notary Public

83/10

**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF CURRIE A PARCEL**

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 69 WEST, OF THE 6TH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER SOUTH SIXTEENTH CORNER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST, SAID POINT BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED PLS 12374; AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33 TO HAVE AN ASSUMED BEARING OF S00°08'03"E, (SOUTH END OF SAID LINE BEING MARKED BY A 3" ALUMINUM CAP STAMPED PLS 20123) WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, N89°55'42"E, 485.23 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 20040091780 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING EIGHT (8) COURSES:

- 1) S80°30'40"E, 244.69 FEET;
- 2) S50°32'12"E, 89.81 FEET;
- 3) S13°54'28"E, 127.87 FEET;
- 4) S11°07'32"E, 164.44 FEET;
- 5) S08°08'06"E, 164.70 FEET;
- 6) S29°21'14"E, 123.25 FEET;
- 7) S57°33'52"E, 225.10 FEET;
- 8) N82°39'32"E, 175.37 FEET;

THENCE S59°23'11"E, 301.32 FEET;

THENCE S19°26'41"W, 238.32 FEET;

THENCE S66°55'59"E, 150.88 FEET;

THENCE S35°20'48"W, 50.17 FEET;

THENCE N86°46'12"W, 397.04 FEET;

THENCE S80°04'14"W, 186.17 FEET;

THENCE N63°21'14"W, 324.67 FEET;

THENCE S33°45'12"W, 519.01 FEET TO THE NORTHERLY BOUNDARY OF A CITY OF FORT COLLINS PARCEL RECORDED AT RECEPTION NUMBER 93089982 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, SAID NORTHERLY BOUNDARY ALSO BEING THE FORMER NORTHERLY RIGHT-OF-WAY OF THE COLORADO AND SOUTHERN RAILROAD;

THENCE ALONG SAID NORTHERLY BOUNDARY N56°14'48"W, 560.84 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE ALONG SAID WEST LINE N00°08'03"W, 1078.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28.38 ACRES (1,236,429 SQUARE FEET) MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.

REVISED FROM OPERATIONS AREA.DOC  
K:\864\126\legals\SURFACE USE AREA.DOC

### **Owner 3 – William and Paulette Seaworth**

Seaworth has acquired property from Martin Marietta and their predecessors as mining is completed but retaining right to access until DRMS permit is released.



RCPTN#

2004-0091780

SCOTT DOYLE, CLERK  
LARIMER COUNTY CO

09/17/2004

10:24:00

#382825

PAGES - 7 FEE \$48.00 DOC \$0.00

**EASEMENT AGREEMENT AND DEED**

This Easement Agreement and Deed (this "Agreement") is made and entered into as of the 1st day of September, 2004 by and between WILLIAM O. SEAWORTH and PAULETTE M. SEAWORTH (collectively, "Grantor"), whose address is 2305 North Taft Hill Road, Fort Collins, CO, 80524, and LAFARGE WEST, INC., a Delaware corporation ("Grantee"), whose address is 1400 West 64<sup>th</sup> Avenue, Denver, Colorado 80221.

**Recitals**

Grantor owns certain land along the Poudre River in Larimer County, Colorado that adjoins or is in the vicinity of lands owned or controlled by Grantee. Grantor uses his land for recreation purposes for himself and his guests. Grantee desires to extract sand and gravel and develop water reservoirs on its lands. Grantor's land lies between certain parcels of Grantee's lands and provides links between reservoir sites contemplated for Grantee's lands. Grantor is agreeable to the installation and use of certain improvements and facilities on Grantor's land related to development and operation of the reservoirs.

**Agreement and Grant**

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Easement Grant.** Grantor, hereby sells, grants, bargains and conveys unto Grantee, its successors and assigns the following easements in, over, through, along and across the following described parcel of land, situated in Larimer County, State of Colorado, to wit:

Parcel 2 as identified on the attached survey plat (Exhibit A)

("the Easement Premises"):

a. A perpetual easement for the purpose of installation, use, maintenance, repair, replacement, reconstruction and improvement of reservoir-related facilities in, on, over, across and under the Easement Premises, to be used in connection with reservoirs Grantee has developed and intends to develop after mining of sand and gravel on certain adjoining land owned by the Grantee and more particularly identified in Exhibit B hereto (the "Benefited Property"), including without limitation pipes, pumps, pump houses, valves, meters, electric power, access roads, and other water monitoring, measuring, storage, discharge and transport related improvements, equipment and fixtures; and for the stabilization and restoration of erosion and cut/deposition damage to the Poudre River bank and shoreline resulting from flooding or high water flows which affect the improvements or operations of the Grantee;

b. An easement for a term of years for the purpose of allowing access by Grantee to the Benefited Property and for material transport while Grantee is conducting sand and gravel extraction and processing operations on any part of the Benefited Property, including without limitation, construction of roads, Poudre River crossings, installation of conveyor belts and other

(08/24/04)

FCC 25046719  
" 718

2

mining-related facilities. Such easement shall be for so long as Grantee is conducting sand and gravel processing operations or reclamation operations on the Benefited Property; and

c. The right of Grantee to enter upon the Property and to transport materials, supplies, equipment and personnel across the Easement Premises for the purposes described in paragraphs a and b above. Grantee shall have the further right to use and store construction equipment on the Easement Premises while construction operations are occurring.

The rights granted under paragraphs a., b. and c., above, are collectively referred to as the "Easements."

2. Grantor's Covenants. Grantor covenants and agrees that:

a. Grantor will not construct or install permanent structures or improvements on the Easement Premises which may in any way interfere with or limit the easement rights of Grantee to operate present and future reservoir facilities on the Benefited Property.

b. Grantor will not grant additional easements or other rights to use of the Easement Premises which may in any way limit the exercise by Grantee of its easement rights hereunder to operate present and future reservoir facilities on the Benefited Property and will not make any alterations of the Easement Premises that interfere with Grantee's easement rights hereunder.

c. Notwithstanding Paragraph 7, below, Grantor shall not voluntarily sell, assign, dedicate or convey the Easement Premises or any portion thereof or any interest therein to any federal, state or local governmental authority, special district or quasi-governmental agency or organization without the prior written consent of the owner(s) of fifty-one percent (51%) or more of the real property located within the Benefited Property.

3. Right of First Refusal. If, at any time before the date that is 50 years after the date of this Agreement set forth in the initial paragraph of this Agreement, Grantor receives an offer to lease, purchase or otherwise acquire the Easement Premises or any portion thereof, for a price and on terms that Grantor is willing to accept, then Grantor shall give Grantee notice of such offer and a copy of the offer, and Grantee shall have forty-five (45) days after receipt of such notice to elect to match the offer, and Grantor and Grantee shall thereafter consummate a lease, purchase or other acquisition of the rights to the Property or relevant portion thereof in accordance with such offer or as they may otherwise agree. If Grantee does not exercise its preemptive right hereunder, Grantor shall thereafter be free to enter into the transaction contemplated in the offer on terms no less favorable to Grantor than those submitted to Grantee by Grantor, free and clear of Grantee's preemptive right for a period of 90 days after Grantee failed to exercise the right. If no such transaction is consummated within the 90-day period, this right of first refusal shall be revived in Grantee. In the event that the Benefited Property is owned by more than one (1) owner, the right of first refusal shall be offered to all such owners and may be exercised on a prorata basis by such owners or in such other manner as they shall determine among themselves.

4. Grantee's Covenants. Grantee covenants and agrees as follows:

3

a. Grantee shall install all improvements and exercise its rights under this Easement in a manner that will not unreasonably block or materially impede pedestrian movement of Grantor and Grantor's guests and invitees on and across the Easement Premises.

b. Grantee shall keep its improvements and structures in safe condition and shall be responsible for the repair of any of its facilities on the Easement Premises that become damaged or defective.

c. Grantee shall provide reasonable notice to Grantor prior to installing, constructing or reconstructing improvements on the Easement Premises.

d. Grantee shall reclaim any portion of the Easement Premises damaged or disturbed in the course of installing, constructing, reconstructing, maintaining or operating equipment on the Easement Premises, or upon removal of any improvements, to substantially the same condition as existed on the date of this Agreement.

5. Disclaimer of Liability. Neither Grantor nor Grantor's guests and invitees shall be liable or responsible for any damage to Grantee's improvements or equipment on the Easement Premises unless such damage or loss is due to the negligence or willful misconduct of Grantor or Grantor's guests or invitees.

6. Assignment. Grantee may transfer or assign the Easements to any person or entity having rights in all or any part of the Benefited Property.

7. Successors. The covenants, terms, conditions and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns. The terms "Grantor" and "Grantee," whenever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named "Grantor" and its personal representatives, heirs, successors and assigns and the above-named "Grantee" and its successors and assigns.

8. Covenants Run With Land. The benefits of the Easements shall run with the Benefited Property and the burdens and obligations of such Easements shall run with the Easement Premises in perpetuity, except as otherwise provided in Paragraph 3 above.

9. Severability. If any provision of this instrument, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

[SIGNATURES ON NEXT PAGE]

4

Agreed to as of the date first above written.

GRANTOR:

WILLIAM O. SEAWORTH

William O. Seaworth

PAULETTE M. SEAWORTH

Paulette M. Seaworth

GRANTEE:

LAFARGE WEST, INC.,  
a Delaware corporation

By:

Kevin W. Moore  
OPERATIONS MANAGER (Title)

STATE OF COLORADO )  
COUNTY OF Larimer ) SS.

2004 The foregoing instrument was acknowledged before me this 14 day of September, 2004 by William O. Seaworth and Paulette M. Seaworth.

Witness my hand and official seal.

[Seal]

My commission expires: 11-14-05



Donnia Mancini  
Notary Public

(08/24/04)



5

STATE OF COLORADO )  
COUNTY OF Larimer ) SS.

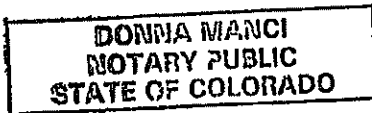
The foregoing instrument was acknowledged before me this 1st day of September, 2004 by Kevin Moore as Operations Manager of Lafarge West, Inc., a Delaware corporation.

Witness my hand and official seal.

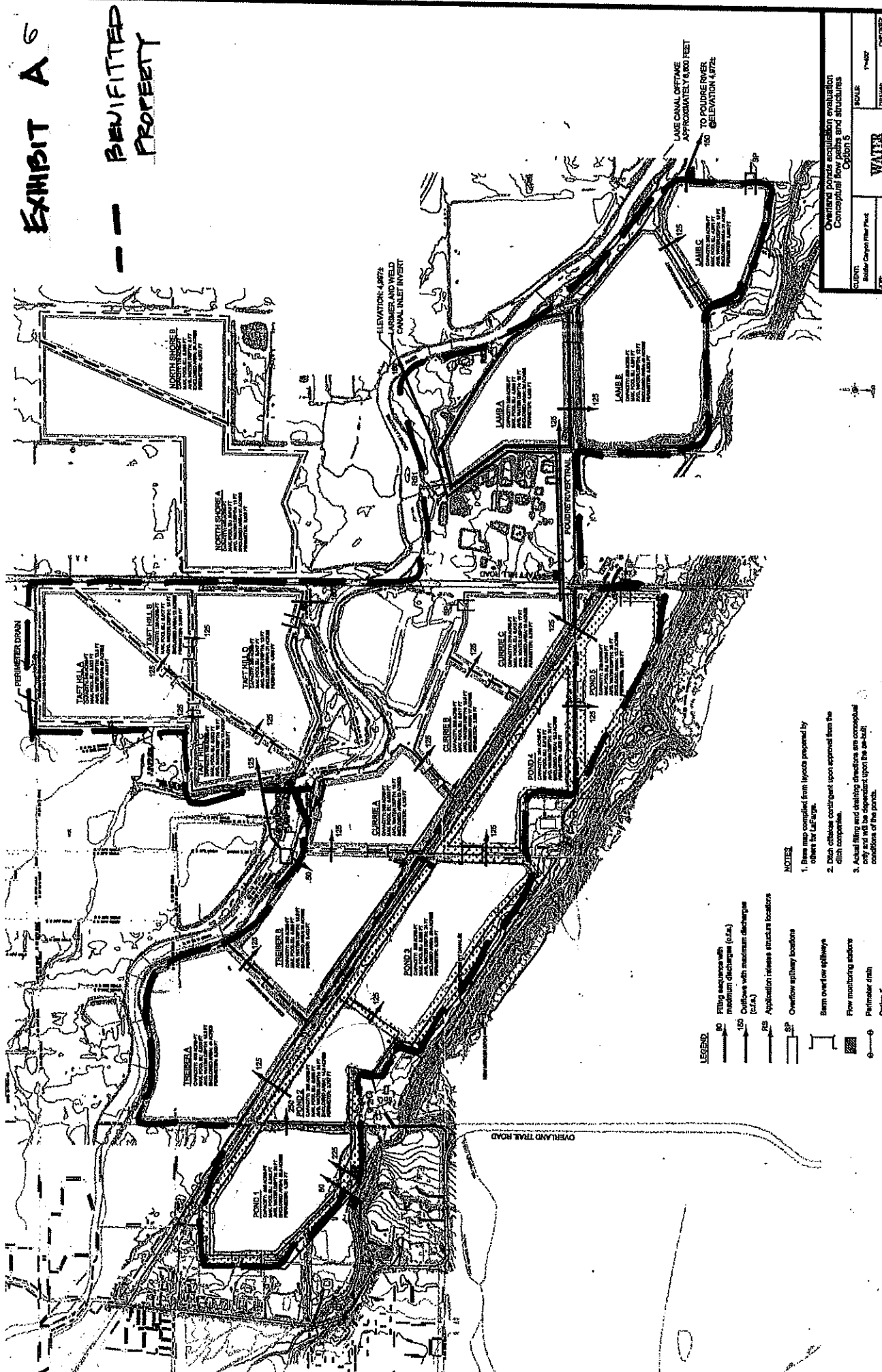
[Seal]

My commission expires: 11-14-05.

Donna Manci  
Notary Public



--- BENEFITTED PROPERTY



TWO PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER  
OF SECTION 83, TOWNSHIP 8 NORTH, RANGE 80 WEST, OF THE 6th P.M.  
COUNTY OF LARIMER, STATE OF COLORADO.

July 2004

SEAWORTH, INC  
RECPT# 2002021240

WESTERN MOBILE NORTHERN, INC.

WESTERN MOBILE NORTHERN, INC.

**Journal of Management Education** 32(1)

**ANALYSIS**

[illegible][illegible]

**Journal Information**

**CONCLUSIONS**

[illegible]

**2007-2008**

2. The subject of the legal description prepared for Parcel 1 is its division into 100 lots and the subsequent transfer of the lots of the Estate to Private after as described in the last Order Court issued on December 16, 1999.

**STATE OF MASSACHUSETTS**

Summarizing the East Bay of the Northwest Quarter of the Southeast Quarter of Section 11, T4S, R2E is low at maximum height of 100' or 117' and the maximum at there is 200 yds. all of surface covered with rolling dunes.

**DISCUSSION**

*I, Paul Frederick Thompson, a District Registered Land Surveyor, do hereby state the boundary survey of the Shadown Bluffs and Shadown's properties accurately represents the results of a survey made by me or under my direct supervision to the best of my knowledge, information and belief.*

**Paul Fiedler's Response**

20-17102

NOTED: According to Colorado law, you must maintain any legal action based upon any defect in this survey within three years after you first discovered such defect, or at no time may any action based upon any defect in this survey be commenced more than ten years from the date of completion thereof.

**BOUNDARY SURVEY**



**TAK, INC.**  
Security Systems  
**08-10-1976**  
**08-10-1976 17:30**

1 OF 1

**EXHIBIT B**



**Special Warranty Deed**  
(Pursuant to 38-30-115 C.R.S.)


State Documentary Fee  
Date: July 15, 2010  
\$ 2.50

**THIS DEED**, made on July 15, 2010 by LAFARGE WEST, INC., A DELAWARE CORPORATION Grantor(s), of the County of \_\_\_\_\_ and State of COLORADO for the consideration of (\$25,000.00) \*\*\* Twenty Five Thousand and 00/100 \*\*\* dollars in hand paid, hereby sells and conveys to WILLIAM O. SEAWORTH AND PAULETTE M. SEAWORTH Grantee(s), as Joint Tenants whose street address is 2305 NORTH TAFT HILL ROAD FORT COLLINS, CO 80524, County of LARIMER, and State of COLORADO, the following real property in the County of Larimer, and State of Colorado, to wit:

**SEE ATTACHED "EXHIBIT A"**  
also known by street and number as: VACANT FORT COLLINS CO 80524

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to *all taxes and assessments for the year 2010 and the matters stated in Section 13 (transfer of title) of the Contract to Buy and Sell Real Estate (a) those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review); (b) distribution utility easements (including cable TV); (c) those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not Shown by the Public Records) and Section 8.3 (Survey Review); (d) inclusion of the Property within any special tax district; and, (e) other*

LAFARGE WEST, INC., A DELAWARE CORPORATION

  
TODD OHLHEISER, VICE PRESIDENT, GM, ROCKY MOUNTAIN  
AGGREGATE

State of COLORADO

County of Jefferson

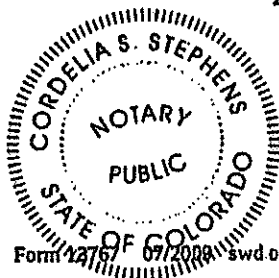
)  
) ss.  
)

The foregoing instrument was acknowledged before me on this day of July 15, 2010  
by TODD OHLHEISER AS VICE PRESIDENT, GM, ROCKY MOUNTAIN AGGREGATE FOR LAFARGE WEST, INC., A  
DELAWARE CORPORATION

  
Notary Public

My commission expires 11/30/2010

When Recorded Return to: WILLIAM O. SEAWORTH AND PAULETTE M. SEAWORTH  
2305 NORTH TAFT HILL ROAD FORT COLLINS, CO 80524



## EXHIBIT A

A TRACT OF LAND SITUATE IN SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE 6TH P M, COUNTY OF LARIMER, STATE OF COLORADO, WHICH CONSIDERING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 33 AS BEARING N 00 degrees 26' 21" W AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, IS CONTAINED WITHIN THE BOUNDARY LINES WHICH BEGIN AT A POINT WHICH BEARS S 00 degrees 07' 29" E, 165.96 FEET, AND AGAIN S 89 degrees 54' 45" W, 1270.78 FEET FROM THE E 1/4 CORNER OF SAID SECTION 33, AND RUN THENCE S 04 degrees 40' 00" W, 196.15 FEET; THENCE S 16 degrees 46' 05" W, 101.12 FEET; THENCE S 27 degrees 17' 46" W, 113.14 FEET; THENCE S 30 degrees 29' 44" W, 127.67 FEET; THENCE S 28 degrees 04' 23" W, 82.35 FEET; THENCE S 33 degrees 12' 57" W, 72.49 FEET; THENCE S 33 degrees 46' 48" W, 104.82 FEET; THENCE S 32 degrees 01' 32" W, 123.59 FEET; THENCE S 29 degrees 25' 07" W, 253.01 FEET; THENCE N 59 degrees 09' 16" W, 99.03 FEET; THENCE N 50 degrees 46' 29" W, 101.11 FEET; THENCE N 12 degrees 27' 36" W, 261.36 FEET; THENCE N 05 degrees 41' 51" W, 680.73 FEET; THENCE N 89 degrees 54' 45" E, 775.68 FEET TO THE POINT OF BEGINNING.

**GRANTOR WILL RETAIN EASEMENT TO FILL THE POND AS NEEDED WITH SILT AND/OR OVERBURDEN AND IN SELLER'S SOLE OPERATIONAL DISCRETION.**



**GENERAL WARRANTY DEED**

Doc fee \$0  
consideration less than \$500

This General Warranty Deed (this "Deed") is dated this 3 day of July 2014, between \$500  
MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation ("Grantor") and  
PAULETTE M. SEAWORTH AND WILLIAM O. SEAWORTH, each an individual  
(collectively, "Grantee"), whose legal address is 2305 N. Taft Hill Road, Fort Collins, Colorado  
80524.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars  
(\$10.00) and other consideration the receipt whereof is hereby confessed and acknowledged by  
Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain,  
sell, convey and confirm unto Grantee, in joint tenancy, all of that certain real property, situate,  
lying and being in Larimer County, State of Colorado, and more particularly described on  
Exhibit A attached hereto (the "Property");

RESERVING by this Deed unto Grantor, its successors, assigns and contractors ("Grantor  
Parties") a nonexclusive easement from time to time in, across and over the Property for the  
purpose of material transport in connection with the mining operations of Grantor Parties,  
including, without limitation, construction of roads, Cache La Poudre River crossings and the  
installation of conveyor belts and other mining related facilities;

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging,  
or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents,  
issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever,  
of Grantor, either in law or equity, of, in and to the Property;

SUBJECT TO all matters of record and the Permitted Exceptions attached hereto as Exhibit B,  
and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property above bargained and described unto Grantee forever,  
with the appurtenances, unto Grantee, its successors and assigns forever. And Grantor, for itself,  
its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its  
successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is  
well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible  
estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to  
grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same is  
free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,  
encumbrances and restrictions of whatever kind and nature whatsoever.

Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and  
peaceable possession of Grantee, its successors and assigns, against all and every person or  
persons claiming the whole or any part thereof, SUBJECT TO all matters of record and the  
Permitted Exceptions attached hereto as Exhibit B.

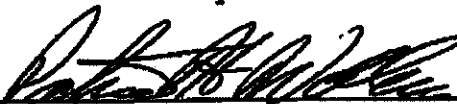


25118461

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed as of the  
day and year first written above.

**GRANTOR:**

**MARTIN MARIETTA MATERIALS, INC.,**  
a North Carolina corporation

By:   
Name: PATRICK H. WALKER  
Title: DIVISION PRESIDENT

STATE OF COLORADO        }  
                                      } ss.  
COUNTY OF Jefferson    }

The foregoing instrument was acknowledged before me this 27 day of June,  
2014, by Patrick H. Walker as Division President of MARTIN MARIETTA  
MATERIALS, INC., a North Carolina corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

**MONICA L. VICKERS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20034011009**  
**MY COMMISSION EXPIRES JUNE 10, 2015**

  
Notary Public

**EXHIBIT A**  
**to**  
**General Warranty Deed**

**Legal Description**

A portion of the Southwest Quarter of Section Thirty-four (34), Township Eight North (T.8N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, more particularly described as follows:

COMMENCING at the Southwest Corner of Section 34 and assuming the West line of the Southwest Quarter of said Section 34 as bearing North 00°33'58" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2635.89 feet with all other bearings contained herein relative thereto:

THENCE North 00°33'58" East along the West line of the Southwest Quarter of said Section 34 a distance of 650.00 feet to the center line of the Cache la Poudre River and to the POINT OF BEGINNING;

THENCE North 00°33'58" East continuing along the West line of the Southwest Quarter of said Section 34 a distance of 668.03 feet to the West Sixteenth Corner between Section 34 and Section 33;

THENCE North 00°33'58" East continuing along the West line of the Southwest Quarter of said Section 34 a distance of 52.67 feet;

THENCE South 89°26'02" East along a line perpendicular to the West line of the Southwest Quarter of said Section 34 a distance of 107.57 feet;

The following Seven (7) courses are intended to roughly follow along the bank of an existing pond:

THENCE South 75°01'58" East a distance of 100.00 feet;

THENCE South 60°54'42" East a distance of 185.00 feet;

THENCE South 07°13'27" West a distance of 50.00 feet;

THENCE South 40°48'27" East a distance of 369.81 feet;

THENCE South 74°06'27" East a distance of 81.72 feet;

THENCE South 26°12'23" East a distance of 322.29 feet;

THENCE South 07°08'44" East a distance of 100.00 feet;

THENCE South 10°18'00" West a distance of 190.00 feet to the center line of the Cache la Poudre River;

The next Four (4) courses are along the center line of the Cache la Poudre River:

THENCE South 79°59'58" West a distance of 420.00 feet;

THENCE North 78°30'19" West a distance of 145.00 feet;

THENCE North 43°10'32" West a distance of 190.00 feet;

THENCE North 28°04'02" West a distance of 259.35 feet to an intersection with the West line of the Southwest Quarter of said Section 34 and to the POINT OF BEGINNING;

Said described parcels of land contain in total 14.88 acres, more or less (±).



**EXHIBIT B**  
**to**  
**General Warranty Deed**

**Permitted Exceptions**

1. Taxes or special assessments for the year 2014 and subsequent years, not yet due or payable.
2. Any and all matters of record.
3. Water rights, claims or title to water.
4. Undivided  $\frac{1}{2}$  interest in and to all oil, gas and other minerals as reserved in deed recorded September 22, 1954, in Book 979 at Page 52, and any and all assignments thereof or interests therein.
5. Undivided  $\frac{1}{2}$  interest in and to all oil, gas and other minerals as reserved in deed recorded May 14, 1963, in Book 1207 at Page 96, and any and all assignments thereof or interests therein.
6. Undivided  $\frac{1}{2}$  interest in and to all oil, gas and other minerals as reserved in deed recorded August 26, 1969, in Book 1416 at page 372, and any and all assignments thereof or interests therein.
7. Right of way easement as granted to Poudre Valley Rural Electric Association, Inc. in instrument recorded April 5, 1974, in Book 1585 at Page 766.
8. Right of way easement as granted to Poudre Valley Rural Electric Association, Inc. in instrument recorded November 18, 1974, in Book 1625 at Page 205.
9. Right of way easement as granted to Poudre Valley Rural Electric Association, Inc. in instrument recorded November 18, 1974, in Book 1625 at Page 210.
10. Right of way easement as granted to Poudre Valley Rural Electric Association, Inc. in instrument recorded August 26, 1975, in Book 1660 at Page 287.
11. Right of way easement as granted to Poudre Valley Rural Electric Association, Inc. in instrument recorded May 20, 1977, in Book 1770 at Page 910.
12. Right of way easement as granted to Bill Waldo in instrument recorded September 16, 1976, in Book 1722 at page 552.
13. Right of way easement as granted to William E. Waldo and Evelyn J. Waldo in instrument recorded August 15, 1985, under Reception No. 85040369.
14. Terms, conditions, and provisions of Access and Utility Easement Agreement recorded October 25, 2001 at Reception No. 2001095927.

15. Terms, conditions and provisions of Sewer Line Easement Agreement recorded October 25, 2001 at Reception No. 2001095928.
16. Terms, conditions, and provisions of Request for Notification recorded May 20, 2002 at Reception No. 2002055162.
17. Terms, conditions, and provisions of Deed of Dedication recorded September 21, 2004 at Reception No. 20040092550.
18. Terms, conditions, and provisions of Vacation Ordinance recorded September 21, 2004 at Reception No. 20040092551.
19. Terms, conditions, and provisions of Access and Water Pipeline Easement Agreement recorded November 2, 2005 at Reception No. 20050093686.
20. Terms, conditions and provisions of Martin Marietta Materials Boundary Line Adjustment recorded June 16, 2014 at Reception No. 20140031665.

#### **Owner 4 – Seaworth Augmentation LLC**

Property was originally sold in 2010 by Lafarge West, Inc to William and Paulette Seaworth. Lafarge retained easement for its successors and assigns until DRMS permit is released. See Owner 3 for original agreement.

QUITCLAIM DEED

Grantors, WILLIAM O. SEAWORTH and PAULETTE M. SEAWORTH, of the County of Larimer and State of Colorado,

for the consideration of the sum of **LESS THAN FIVE HUNDRED DOLLARS, (\$500.00)**, in hand paid, hereby sells and quitclaims to SEAWORTH AUGMENTATION LLC, a Colorado limited liability company, Grantee, whose legal address is: 2305 North Taft Hill Road, Fort Collins, CO 80524 of the County of Larimer and State of Colorado

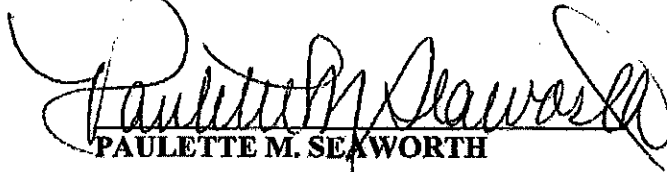
the following real property, in the County of Larimer and State of Colorado, to wit:

See attached Exhibit A, incorporated fully hereby

For informational purposes only, also known: Parcel No. 9833400001

Signed this 29<sup>th</sup> day of December, 2020

  
WILLIAM O. SEAWORTH

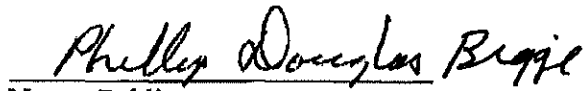
  
PAULETTE M. SEAWORTH

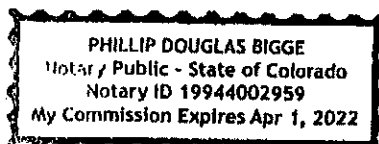
STATE OF COLORADO                    )  
  )ss.  
COUNTY OF LARIMER                )

The foregoing instrument was acknowledged before me by William O. Seaworth and Paulette M. Seaworth, this 29<sup>th</sup> day of December, 2020.

Witness my hand and official seal.

My commission expires: 4-1-2022

  
Notary Public



Documentary Fee Exempt - Consideration Less than \$500.00  
(§ 39-13-102 (2) (a) C.R.S.)

EXHIBIT A  
Legal Description

A TRACT OF LAND SITUATE IN SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, WHICH CONSIDERING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 33 AS BEARING N 00 degrees 26' 21" W AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, IS CONTAINED WITHIN THE BOUNDARY LINES WHICH BEGIN AT A POINT WHICH BEARS S 00 degrees 07' 29" E, 165.96 FEET, AND AGAIN S 89 degrees 54' 45" W, 1270.78 FEET FROM THE E 1/4 CORNER OF SAID SECTION 33, AND RUN THENCE S 04 degrees 40' 00" W, 196.15 FEET; THENCE S 16 degrees 46' 05" W, 101.12 FEET; THENCE S 27 degrees 17' 46" W, 113.14 FEET; THENCE S 30 degrees 29' 44" W, 127.67 FEET; THENCE S 28 degrees 04' 23" W, 82.35 FEET; THENCE S 33 degrees 12' 57" W, 72.49 FEET; THENCE S 33 degrees 46' 48" W, 104.82 FEET; THENCE S 32 degrees 01' 32" W, 123.59 FEET; THENCE S 29 degrees 25' 07" W, 253.01 FEET; THENCE N 59 degrees 09' 16" W, 99.03 FEET; THENCE N 50 degrees 46' 29" W, 101.11 FEET; THENCE N 12 degrees 27' 36" W, 261.36 FEET; THENCE N 05 degrees 41' 51" W, 680.73 FEET; THENCE N 89 degrees 54' 45" E, 775.68 FEET TO THE POINT OF BEGINNING.

Subject to that certain easement reserved to LaFarge West, Inc., a Delaware Corporation, in the Special Warranty Deed, dated July 15, 2010, recorded July 22, 2010 at Reception No. 20100042002, in the real estate records of Larimer County, State of Colorado.

## **Owner 5 – Ronny & Billy LLC**

Martin Marietta retained access until DRMS permit is released.

AFTER RECORDING RETURN TO:

Bonny & Billy LLC  
P.O. Box 320  
Lafayette CO 80535  
Attention: \_\_\_\_\_

DOC FEE: \$25.00

**SPECIAL WARRANTY DEED  
WITH RESTRICTIONS, RESERVATIONS AND COVENANTS**

THIS SPECIAL WARRANTY DEED WITH RESTRICTIONS, RESERVATIONS AND COVENANTS, made this 11<sup>th</sup> day of January, 2019 (this "Deed") is between MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation ("Grantor"), whose street address is 1627 Cole Boulevard, Suite 200, Lakewood, Colorado 80401 and RONNY AND BILLY, LLC, a Colorado limited liability company (collectively, "Grantee").

WITNESSETH, that Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors, transferees and assigns forever, all the real property (the "Property"), together with improvements, if any, situate, lying and being in the County of Larimer, State of Colorado, described as follows:

**SEE EXHIBIT A ATTACHED HERETO AND  
INCORPORATED HEREIN.**

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

RESERVING by this Deed unto Grantor, its successors, assigns and contractors the Reserved Rights as defined below herein.

TO HAVE AND TO HOLD the said Property above bargained and described with the appurtenances, unto Grantee, its successors, transferees and assigns forever. Grantor, for itself, and its successors, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of Grantee, its successors, transferees and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

THE PARTIES HERETO acknowledge and agree that Reserved Rights are incorporated into this Deed and shall run with the Property and be binding upon Grantee, its successors in title to such Property and its assigns. Acceptance of this Deed shall constitute the agreement by

 25134085



Grantee, for itself and its successors and assigns, to be bound by and to comply with the terms of this Deed and the Reserved Rights.

Terms of Grantor's Reserved Rights.

1. For purposes of this Deed, the "Reserved Rights" are as set forth below:

(a) TURNING RADIUS. Grantor reserves a vehicle turning radius of at least sixty (60) feet in the northwest corner of the Property which shall be available for use by Grantor.

(b) RESERVED RE-SALE PROFIT PARTICIPATION. Grantor retains a share of any Profit recognized in Grantee's resale of all or a portion of the Property along and that certain one common share of the Taylor and Gill Ditch Company represented by Share Certificate No. 587 of the Taylor and Gill Ditch Company (the "Ditch Share") over the ten (10) year period following the date of this Deed (the "Closing Date"). "Profit" shall mean any positive difference between \$300,000.00 and the sale price for the Property along with the Ditch Share discounted over the ten (10) year period on a straight-lined per-diem basis such that Grantor would not be entitled to any Profit as of the last day of the tenth year following the Closing Date. If the Property and the Ditch Share are not sold together then the basis for calculating the Profit upon the resale of either asset shall be (a) \$250,000.00 for the Property and (b) \$50,000.00 for the Ditch Share. A resale by Grantee shall include any sale to or by a person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized, which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Grantee (an "Affiliate"); provided that any resale to such a party is effected on commercially reasonable terms. Control shall be defined as (A) ownership of 30% or more of the voting power of all classes of voting stock or (B) ownership of 30% or more of the beneficial interests in income and capital of an entity other than a corporation or (C) a person having a familial relationship with Grantee or an entity controlled by an individual having a familial relationship with Grantee. For purposes of this Paragraph 1(b) a resale by Grantee shall not include any transfer upon death of one of the parties constituting Grantee to another, transfer to an entity or trust for Grantee's estate planning purposes or to an Affiliate that receives the Property (or the Ditch Share) as part of a merger, distribution, consolidation or for non-monetary consideration, provided that Grantor's right to Profit on resale shall survive such transfer and shall be assumed by the transferee in a writing for the benefit of Grantor in a form reasonably approved by Grantor.

(c) RESERVED USE AND DRMS PERMIT. From and after the Closing Date and until such time as Grantor has completed all mining and reclamation activities within the Mining Area, as determined by Grantor in its sole discretion (the "Reserved Use Period"), Grantor shall have and retain the following rights with respect to the Property (the "Reserved Uses").

(i) Grantor shall be entitled to use the Property for any uses determined in its reasonable discretion to be incidental to Grantor's mining operations including, but not limited to, grading and filling, water discharge, the deposit of overburden, the installation, use and movement of structures, water filings and any activities permitted under Grantor's mining permit to which the Property is subject (as may be amended from time to time, the "DRMS Permit") or required to secure the release of the DRMS Permit. Notwithstanding the foregoing, Grantor shall not



deposit silt, sediment (containing the majority of particles of 1/20 millimeter or less as a result of aggregate processing of material) or fines into: (a) into any pit or pond that Grantor causes to be excavated on the area of the Property depicted on Exhibit C as the "Northern Property" or (b) the triangle-shaped pond located directly west of the Property notwithstanding Grantor's retained right to do so under that certain Special Warranty Deed from Lafarge West, Inc. to William O. Seaworth and Paulette M. Seaworth dated July 15, 2010 and recorded July 22, 2010 at Reception No. 20100042002 with the Larimer County Clerk and Recorder's Office.

(ii) Without limiting the foregoing, Grantor shall be entitled to fill, drain or dewater and may otherwise control the water level in any excavated pits on the Property in its sole discretion (subject to the limitations provided in Paragraph 1(d)(ii) below); provided that Grantor maintains a valid substitute water supply plan approved by the State Engineer sufficient to augment out-of-priority stream depletions attributable to the Property ("SWSP"). Grantor shall deliver a notice to Grantee when Grantor determines that it no longer desires to utilize the structures located on the Property for those purposes provided for in this Paragraph 1(c)(ii) and indicating the date after which the SWSP will be terminated with respect to the Property (the "SWSP Termination Date"). From and after the Closing Date until the SWSP Termination Date Grantor shall maintain the SWSP and shall be responsible for providing replacement water as required under the SWSP except for that portion of such water that is required for replacement of evaporation resulting from exposed water (the "Evaporative Replacement Requirement"). Grantee shall divert, store, recharge and discharge such replacement water to ensure Grantor's compliance with, the Evaporative Replacement Requirement under the SWSP, provided that Grantor has made the replacement water legally available as part of its SWSP. Grantee shall measure and report to Grantor all such diversions, storage, recharge and discharge of replacement water to allow Grantor to, in turn, demonstrate compliance with the Evaporative Replacement Requirement. From and after the SWSP Termination Date, Grantee shall be solely responsible for augmentation and replacement obligations for the entirety of the Real Property pursuant to the terms of the Augmentation Plan, including providing water for the same.

(iii) Following the Closing Date, Grantor may maintain the DRMS Permit with respect to the Property and cause the DRMS Permit to be released with respect to the Property at such time as it determines. Grantee shall, subject to Grantor completing the initial grading, topsoil replacement and seeding of the Property in accordance with the DRMS Permit, complete those requirements of the DRMS Permit related to re-vegetation, required maintenance of vegetation (the "DRMS Reclamation Obligations") at Grantee's cost and expense. Prior to the release of the DRMS Permit with respect to the Property, Grantee will not cause or permit any modification of the Property that would interfere with Grantor's ability to release of the DRMS Permit with respect to the Property. If Grantee fails to complete compliance tasks required under the DRMS Permit, Grantor will be entitled to complete the same and Grantee shall reimburse Grantor upon demand for all reasonable costs and expenses to comply with and obtain release of DRMS Permit.

(d) GRANTEE'S USE OF THE PROPERTY.

(i) During the Reserved Use Period, Grantee may use the Property for purposes that are not inconsistent with the Reserved Uses; provided that Grantee's use of the Property during such period shall be subject and subordinate to Grantor's exercise of the Reserved Uses. Grantor will

inform Grantee of its plans for exercise of its Reserved Uses for each calendar year during the Reserved Use Period and Grantor and Grantee shall coordinate their use respective use of the of the Property. Grantee acknowledges that Grantor's exercise of the Reserved Uses may result in losses or claims to Grantee and hereby waives any claims for damages related to the exercise of Grantor's Reserved Rights. In particular, and without limiting the foregoing, Grantee acknowledges that Grantor's control of the water level in the excavated pits on the Property may impact Grantee's fishing operations and hereby waives any losses related thereto.

(ii) Notwithstanding the foregoing, to the extent that Grantee is permitted pursuant to the terms of this Paragraph 1(d)(ii) to stock or maintain fish in the pit excavated on the Northern Property (the "North Pond") Grantor agrees to use commercially reasonable efforts to maintain sufficient water in the North Pond to allow Grantee to maintain stocked fish in the North Pond. Grantor shall not drain the North Pond entirely except in the case of an emergency or unless required to do so by the State Engineer, or as needed to be in compliance with the SWSP and, in the event that Grantor plans to drain the North Pond entirely, Grantor will provide at least fourteen (14) days advance notice to Grantee (which notice may be given verbally or telephonically to either of the parties constituting the Grantee) except in the case of an emergency in which case Grantor will provide as much advance notice as is reasonably practical. Grantee acknowledges and agrees that if it is permitted to stock or maintain fish in the North Pond, Grantee does so at its own risk and waives any claims against Grantor its employees or contractors for losses related to such activities including, without limitation, any consequential damages.

(iii) During the Reserved Use Period, no portion of the Property shall be used, sold or developed for or as a ready-mix concrete plant, an asphalt plant, a cement operation or an aggregate operation and Grantee shall not seek permits or approvals for use of the Property for a ready-mix concrete plant, an asphalt plant, a cement operation or an aggregate operation.

2. Grantee acknowledges that Grantor operates a quarry on the parcels of real property situated in the Mining Area and that Grantor, and its successors and assigns, will continue to operate such quarry and may expand their operations at the quarry following the conveyance of the Property. Grantee also acknowledges that Grantor leases or may in the future lease a portion of Grantor's property within the Mining Area to others for use in related industries that use products of the quarry, such as the production of ready-mix concrete and asphalt. Grantee acknowledges that the quarry operations and any such related industries may subject Grantee and the Property to noise, dust, truck traffic, blasting, vibrations and other inconveniences. As an inducement to Grantor's execution and delivery of this Deed and conveyance of the Property to Grantee, and as part of the Reserved Rights hereunder, Grantee covenants, on behalf of itself and its successors-in-interest, that it shall not initiate any proceeding or take any action, or participate in any proceeding or action, to limit, prohibit, or restrict Grantor's, and its successors'-in-interest, operation of the quarry or their lessees' operation of related industries located at the quarry on any ground whatsoever, including, but not limited to, nuisance or trespass. By means of illustration, and not limitation, Grantee shall not initiate or participate in any proceeding or action to limit or restrict the hours of operation of the quarry, to prohibit expansion of the quarry or to oppose or otherwise object to the issuance or continuance of any permits or approvals from governmental authorities necessary for the development, operation, and expansion of Grantor's quarry. Grantee, on behalf of itself and its successors-in-interest, does hereby waive, release,

forever discharge and covenant not to sue Grantor, its successors-in-interest, their lessees' and their respective shareholders, officers, directors, and employees (each a "Released Party") from any and all claims, demands, injuries, actions, and causes of action at law or in equity ("Claims"), past, present, or future, for any damages, diminution in property value, emotional distress, loss of peace of mind and happiness, discomfort, inconvenience, annoyance, disruption, nuisance, or any such claims or injuries arising from Grantor's, or its successors'-in-interest, operation of the quarry or their lessees' operation of any related industry at the quarry, except if such Claims relate to the gross negligence or willful misconduct of a Released Party. For purposes hereof, the term proceedings means any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

3. The Reserved Rights contained in this Deed include a nonexclusive easement, on, over and across the Property for the purposes of exercising the Reserved Rights.

4. No amendments, waivers or modifications of the terms and provisions contained in this Deed, and no acceptances, consents or waivers by Grantor under this Deed, shall be valid or binding unless in writing and executed by the party to be bound thereby.

5. The Reserved Rights shall be assignable by Grantor without Grantee's consent to a party purchasing all or substantially all of Grantor's real property rights within the "Mining Area" depicted on Exhibit D attached hereto and incorporated herein by this reference.

6. No failure by Grantor to insist upon the strict performance of any terms or Reserved Rights contained in this Deed, no failure by Grantor to exercise any right or remedy under this Deed, and no acceptance of full or partial payment or performance during the continuance of any default or breach hereof shall constitute a waiver by Grantor of any such terms, Reserved Rights, right or remedy or a waiver by Grantor of any such default or breach by Grantee.

7. If Grantee breaches any provision of this Deed and fails to cure such breach with 20 days after written notice thereof (and a reasonable period of time to cure if the default is not capable of being cured in 20 days provided the party has commenced to cure and is diligently pursuing the cure to completion), then Grantor, its successors and assigns shall have the right to prosecute a proceeding at law or in equity and shall be entitled to any and all remedies, legal or equitable, which may be available, including, without limitation, specific performance.

8. The Reserved Rights contained in this Deed shall be construed as covenants running with the Property, and every person or entity who now or hereafter owns or acquires any right, title, estate or interest in or to the Property or any portion of the Property is and shall be conclusively deemed to have consented to and to have agreed to each of the Reserved Rights, whether or not any reference to the Reserved Rights is contained in the instrument or other method by which such person or entity acquires an interest in the Property.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed on  
the day and year first above written.

**GRANTOR:**

**MARTIN MARIETTA MATERIALS, INC.,**  
a North Carolina corporation

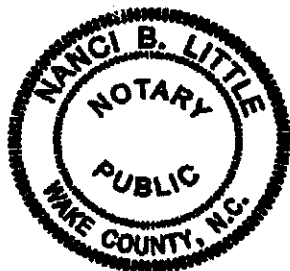
By:   
C. Howard Nye, President and CEO

STATE OF NC )  
COUNTY OF Wake ) ss.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2019  
by C. Howard Nye, President and CEO of MARTIN MARIETTA MATERIALS, INC., a North  
Carolina corporation.

WITNESS my hand and official seal.

(SEAL)



  
Notary Public

My Commission Expires July 1, 2020

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**PARCEL I:**

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 AS BEARING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1320.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 396.00 FEET TO A POINT ON THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1793 AT PAGE 983 AS RECORDED WITH THE LARIMER COUNTY CLERK AND RECORDER; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING 5 COURSES:

SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, 396.00 FEET; THENCE SOUTH 65 DEGREES 15 MINUTES 00 SECONDS WEST 539.22 FEET; THENCE SOUTH 76 DEGREES 30 MINUTES 00 SECONDS WEST 413.82 FEET; THENCE NORTH 39 DEGREES 15 MINUTES 00 SECONDS WEST 261.36 FEET; THENCE NORTH 08 DEGREES 00 MINUTES 00 SECONDS WEST 326.70 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 21 DEGREES 14 MINUTES 36 SECONDS WEST 228.38 FEET; THENCE NORTH 12 DEGREES 19 MINUTES 50 SECONDS WEST 261.36 FEET; THENCE NORTH 05 DEGREES 34 MINUTES 05 SECONDS WEST 680.73 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 29 SECONDS EAST 2046.46 FEET TO A POINT WHICH BEARS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 166.05 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 33; SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 1149.77 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL II:**

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 AS BEARING, NORTH 0 DEGREES 18 MINUTES 35 SECONDS WEST, FROM A FOUND SPIKE AT THE EAST QUARTER CORNER TO A FOUND BRASS CAP AT THE NORTHEAST CORNER, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

BEGINNING AT THE SAID EAST QUARTER CORNER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 166.05 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST, 2025.94 FEET; THENCE NORTH 11 DEGREES 15 MINUTES 54 SECONDS EAST, 403.16 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 03 SECONDS EAST, 375.89 FEET; THENCE NORTH 07 DEGREES 00 MINUTES 12 SECONDS WEST, 1107.87 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 1699.29 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SAID NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, SOUTH 00 DEGREES 18 MINUTES 35 SECONDS EAST, 1327.75 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.

EXCEPTING FROM ABOVE PARCELS THOSE PARCELS AS CONVEYED BY DEEDS RECORDED FEBRUARY 3, 2002 AT RECEPTION NO. 2002015317 AND RECORDED SEPTEMBER 17, 2004 AT RECEPTION NO. 20040091778 AND RECORDED JULY 22, 2010 AT RECEPTION NO. 20100042002

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.
2. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
3. RIGHT OF WAY FOR COUNTY ROADS AS ESTABLISHED AND/OR USED.
4. RIGHT OF WAY EASEMENT AS GRANTED TO POUDE VALLEY RURAL ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED NOVEMBER 18, 1974 IN BOOK 1625 AT PAGE 219 AND AUGUST 10, 1973 IN BOOK 1567 AT PAGE 136
5. ALL MINERAL RIGHTS IN SAID PROPERTY ARE RESERVED FOR A PERIOD OF 30 YEARS FROM DECEMBER 5, 1981 AS RESERVED IN INSTRUMENT RECORDED IN BOOK 2090 AT PAGE 872 AND RECORDED IN BOOK 2109 AT PAGE 857.
6. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY FOR POLELINE PURPOSES BY INSTRUMENT RECORDED JULY 25, 1988, UNDER RECEPTION NO. 88034104.
7. EASEMENT GRANTED TO POUDE VALLEY RURAL ELECTRIC ASSOCIATION, INC. FOR ELECTRIC LINES BY INSTRUMENT RECORDED JUNE 08, 1987, UNDER RECEPTION NO. 87032964.
8. OIL AND GAS LEASE BETWEEN FIRST INTERSTATE BANK OF FORT COLLINS, N.A., LESSOR, AND WILLIAM A. STUBBS, LESSEE, RECORDED JANUARY 28, 1986 UNDER RECEPTION NO. 86004700, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (PRIMARY TERM: 1 YEARS)
9. EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY FOR COMMUNICATION FACILITIES, BY INSTRUMENT RECORDED JULY 25, 1988, UNDER RECEPTION NO. 88034105.
10. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT TO MINE FOR SAND, GRAVEL AND OTHER MINERALS TO PROPERTY LINE RECORDED DECEMBER 13, 1985 UNDER RECEPTION NO. 85063418.
11. TERMS, CONDITIONS AND PROVISIONS OF BOUNDARY LINE ADJUSTMENT MAP RECORDED JUNE 17, 2002 AT RECEPTION NO. 20020065141.
12. RIGHT OF WAY EASEMENT AS GRANTED TO WEST FORT COLLINS WATER DISTRICT IN INSTRUMENT RECORDED JANUARY 21, 2003, UNDER RECEPTION NO. 2003007899.

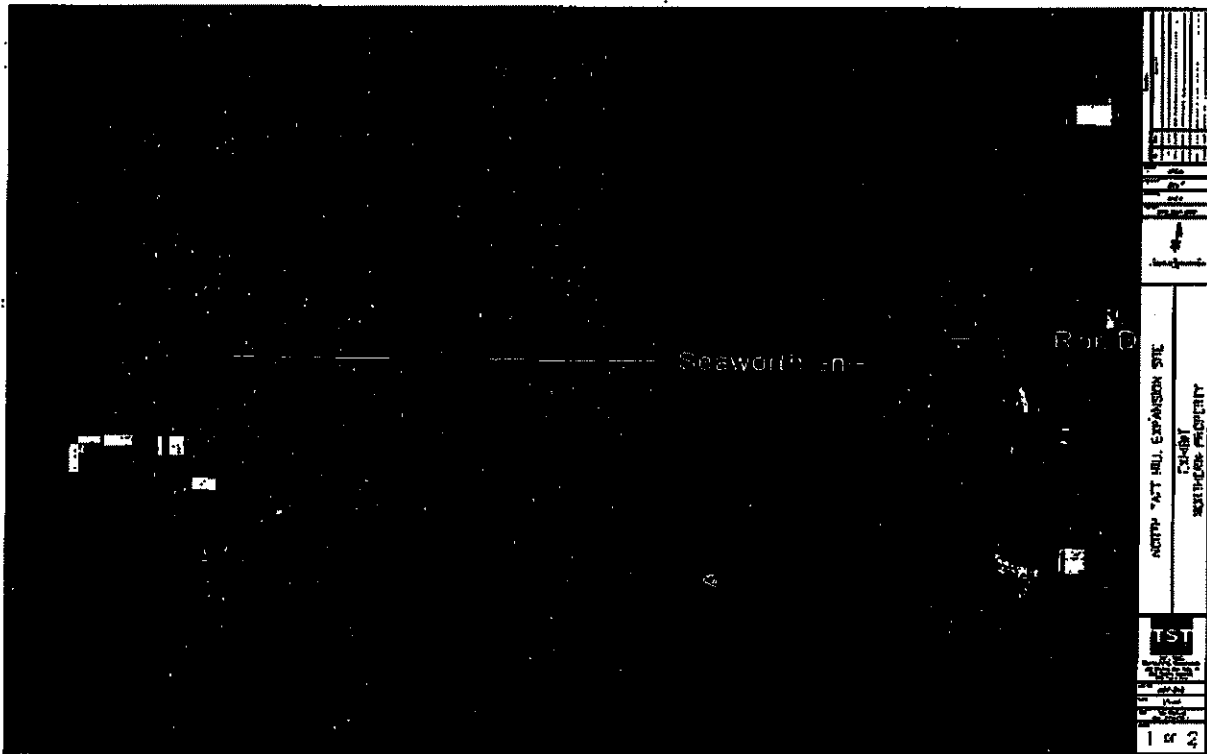
13. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT RECORDED DECEMBER 23, 2003 AT RECEPTION NO. 20030160913.
14. TERMS, CONDITIONS AND PROVISIONS OF SURFACE USE AGREEMENT RECORDED NOVEMBER 02, 2005 AT RECEPTION NO. 20050093685.
15. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT DEED AND AGREEMENT RECORDED JULY 29, 2005 AT RECEPTION NO. 20050062901.
16. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT RECORDED DECEMBER 16, 2011 AT RECEPTION NO. 20110078843.
17. TERMS, CONDITIONS AND PROVISIONS OF MINERAL DEED RECORDED DECEMBER 16, 2011 AT RECEPTION NO. 20110078834.
18. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT RECORDED DECEMBER 16, 2011 AT RECEPTION NO. 20110078841 AND 20110078842.
19. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT AND ASSUMPTION OF AGREEMENT RECORDED OCTOBER 19, 2012 AT RECEPTION NO. 20120073708.
20. RIGHT OF WAY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED MAY 11, 2012, UNDER RECEPTION NO. 20120031170.
21. TERMS, CONDITIONS AND PROVISIONS OF ACCESS AND EASEMENT AGREEMENT RECORDED JULY 07, 2014 AT RECEPTION NO. 20140036140.
22. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF FIRST REFUSAL AGREEMENT RECORDED JULY 07, 2014 AT RECEPTION NO. 20140036141.
23. TERMS, CONDITIONS AND PROVISIONS OF SILT REMOVAL AND ACCESS EASEMENT AGREEMENT RECORDED JULY 07, 2014 AT RECEPTION NO. 20140036142.
24. RIGHT OF WAY EASEMENT AS GRANTED TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 09, 2015, UNDER RECEPTION NO. 20150007342.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT AND DEED RECORDED SEPTEMBER 17, 2004 UNDER RECEPTION NO. 2004-0091780, AND AMENDMENT THERETO RECORDED AUGUST 31, 2015 UNDER RECEPTION NO. 20150057643.



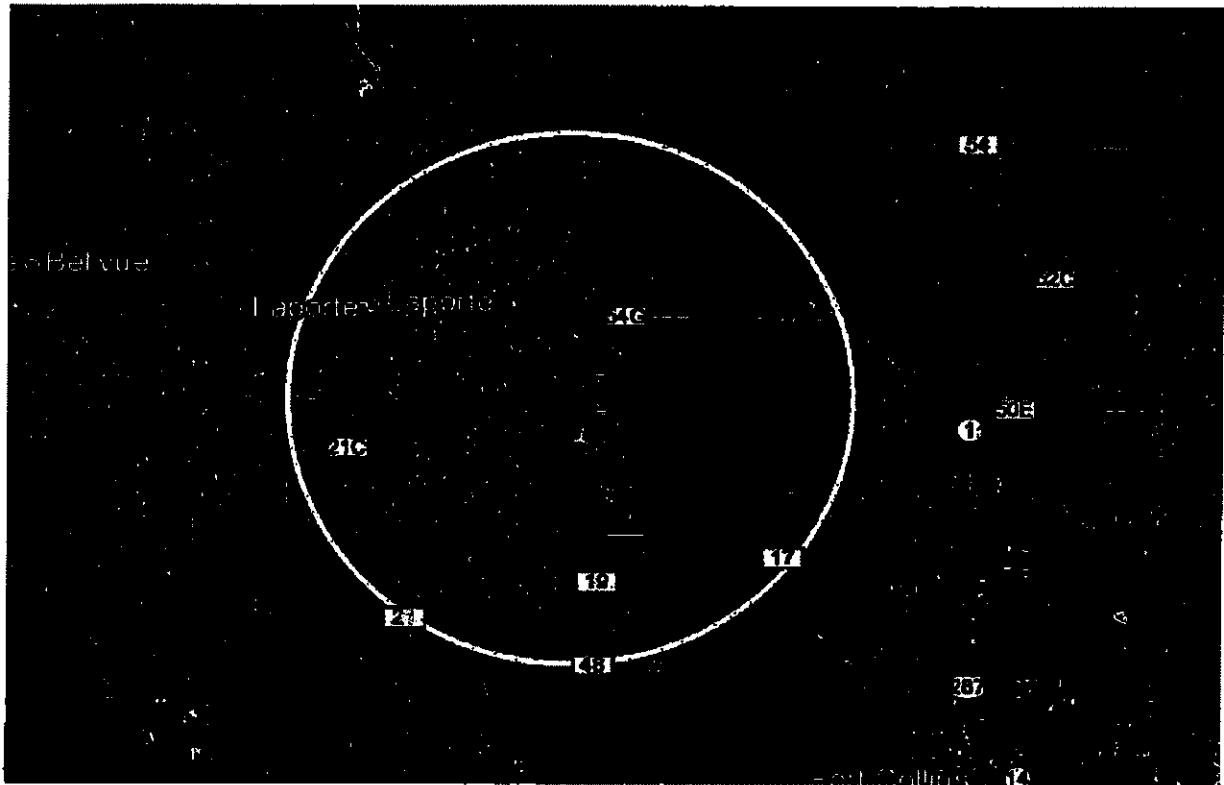
**26. RIGHTS OF THE PUBLIC TO USE THAT PORTION OF THE PROPERTY DESCRIBED  
IN DEED OF DEDICATION RECORDED JANUARY 9, 2019 UNDER RECEPTION NO.  
20190001265 AS A PUBLIC HIGHWAY.**

**EXHIBIT C**

## DEPICTION OF NORTHERN PROPERTY



**EXHIBIT D**  
**MINING AREA**



## **Owner 6 – Larimer County**



**Right-of-Way  
Construction Permit**

Larimer County  
Engineering Department  
200 W. Oak St, Ste 3000  
PO Box 1190

**16-ROW0060**

County Use Only:  
District:  
County Road:

Phone: (970) 498-5700  
Fax: (970) 498-7986

Paid: ~~-\$0.00~~ Check#: 1817  
\$100 4/5/16

**5 Working Days required for Review of Permit**

**(Please Print)**

**Applicant:** MARTIN MARIETTA MATERIALS, JULIE MIKULAS **Contractor:** Divide Constructors  
FORT COLLINS, CO  
80521  
970-227-4041 Fax:  
Mobile:  
E-mail: julie.mikulas@martinmarietta.com

Fax:  
Mobile:  
E-mail:

**Utility:**

**Work Area:**

Fax:

CR 54G & CR 19  
County Rd:  
WO #:  
Subdivision:  
R/T/S: 34 / 8 / 69

05/07/2016

05/07/2016

**Schedule:**

**Begin**

**End**

**Construction Plans and Traffic Control Plan are Required -submitted 3/23/16**

**County Use Only**

**Work Hours:** 8:30AM to 4:30PM

**Plans Attached:** Y

**Road Closure:** Y

**Inspector Assigned:** Existing surfacing: PAVED-HIGH TYPE BITUM

**Traffic Control Plan Submitted:** Y

**Applicant shall pay for inspection fees:** N

**Final Inspection required:** Y

**Fees:**

Admin. Fee: \$100.00  
Lineal Footage Fee: \$0.00  
Overhead Fee: \$0.00  
Open Cut Fee: \$0.00

**Total Footage for Project:** 0

**Total Fees:** \$100.00

**05/07/2016**

**Permit Void After This Date**

**Standard Special Provisions:**

1: All of Larimer County Standards apply to this permit as well regardless of them not being listed on the permit. Please obtain a copy of the standards if you do not have them at the Engineering front desk or online at [www.Larimer.org/Engineering.com](http://www.Larimer.org/Engineering.com).

2: Call Scott Hamilton 48 hours prior to commencing work at (970) 498-5709 to schedule inspections.

- Disturbed areas outside ROW will follow Division of Reclamation,  
Mining and Safety Permit M-1977-439 (caissons)

In accepting this permit the undersigned, representing the Applicant, certifies that he or she has read and understands all of the foregoing provisions; that he or she has authority to sign for and bind the Applicant; and that by virtue of his or her signature the Applicant is bound by all the conditions set forth herein.

Jake Mikulas 4/5/16  
Applicant's Signature Date

Scott Hamilton  
 Application Approved by Larimer County Engineering Department  
 Date

Larimer County Completion	Date
---------------------------	------



Clear Form



## Access Permit

Larimer County  
Engineering Department  
200 W. Oak St, Ste 3000  
PO Box 1190  
Fort Collins CO 80522-1190  
Phone: (970) 498-5700  
Fax: (970) 498-7986

## County Use Only:

District: \_\_\_\_\_  
County Road: \_\_\_\_\_  
Building Permit #: \_\_\_\_\_  
Fee: \$ \_\_\_\_\_  
Paid: \_\_\_\_\_ Check#: \_\_\_\_\_

5 Working Days Required for Review of Permit

## Applicant Information:

(Please Print)

Martin Marietta Materials, Inc.

Applicant Name  
1800 N Taft Hill RoadMailing Address  
Fort Collins CO 80521City State Zip  
( 970 ) 227-4041 ( 970 ) 407-3900Phone Fax  
julle.mikulias@martinmarietta.com

E-mail Address (if applicable)

## Work Area:

1800 N Taft Hill Road

Property Address  
Taft Hill Road & County Road 54GNearest Intersection Address  
34 69Section Township Range  
9834000012 n/aParcel Number A/P/D Number  
n/a n/a 340869County Road No. Common Name Subdivision Property is located on the: ☐ N ☐ S ☒ E ☐ W side of County Road

Proposed driveway/ roadway will be used to access (i.e. Home, Business, or Farmland): Conveyor over Taft Hill Road

## Contractor:

Divide Constructors

Name of Contractor that will construct access  
543 2nd Street, Berthoud CO 80513City State Zip  
( 970 ) 532-3761 ( 970 ) 532-0567

Phone Fax

## ITEMS REQUIRED PRIOR TO APPROVAL OF APPLICATION:

Submit a legible copy of the fully Executed Recorded Plat of your property (1 copy). A site plan is not acceptable.  
Draw the access on the plat at the location where you would like the access located.  
Stake each side of access with survey lath and flagging.  
Applicant name and site address must be posted at the access location. (If one has been assigned)  
No inspection will be performed until this information is provided.

## County Use Only

Plans or Sketch Attached: ☐ Yes ☐ No ☐ Asphalt/ Chip Sealed ☐ Treated Gravel Road ☐ Non Treated Gravel RoadAccess Type: ☐ Residential ☐ Multi-Family Residential ☐ Commercial ☐ Limited Use/ Agricultural ☐ OtherCurrent Contractor Insurance: ☐ Yes ☐ No Existing Road conditions: \_\_\_\_\_Sight Distance Criteria Met: ☐ Yes ☐ No Posted Speed Limit: \_\_\_\_\_

## Special Site Requirements:

Minimum Culvert Diameter: \_\_\_\_\_ Minimum Culvert Length: \_\_\_\_\_ Culvert Type: \_\_\_\_\_

Flared End Section: \_\_\_\_\_ Minimum Access Width: \_\_\_\_\_ Radii for access: \_\_\_\_\_

Gate Set Back: \_\_\_\_\_ Access Slope: \_\_\_\_\_

Surface Requirements: \_\_\_\_\_

Special Provisions: \_\_\_\_\_

Permit Void 60 Days After The Approval Date

Call (970) 498-5709 two weeks in advance of Certificate of Occupancy for Final Access Inspection.

In accepting this permit the undersigned, representing the Applicant, certifies that he or she has read and understands all of the foregoing provisions; that he or she has authority to sign for and bind the Applicant; and that by virtue of his or her signature the Applicant is bound by all the conditions set forth herein.

*Julle Mikulias, Land Manager*  
Applicant's Signature

3/21/16

Date

Permit Approved by Larimer County Date

Final Inspection Approval: Date



## **COMMUNITY DEVELOPMENT DIVISION**

Building Dept, Planning Dept, Code Compliance, & Rural Lands

DIRECTOR'S OFFICE  
Post Office Box 1190  
Fort Collins, Colorado 80522-1190

(970) 305-1544  
FAX (970) 498-7711

January 15, 2016

Ms. Julie Mikulas, Land Manager  
Martin Marietta Materials  
1800 N. Taft Hill Road  
Fort Collins CO 80521

Re: Home Office Pit #Z-47-85 – Material conveyor across Taft Hill Road.

Dear Ms. Mikulas:

I have reviewed the limited file information for the sand and gravel mining/processing operations at the Home Pit and the other file information for the operations in this area. Based on this information and the four rationale you have provided it appears that a material conveyor is in fact the best solution for the continued mining of these properties.

As you have noted this area has been an active mining area since the late 1960's and the current processing site and access point are well known, marked and recognized. Relocation of a haul truck or transport access would not be desirable.

The use of conveyors is a reasonable and safe alternative. We have required their use for other aspects of mining operations in this immediate area. We would note that the use of dust and noise suppression at transfer points is important.

Any conveyor installation shall be temporary and given the proposed location include berming to avoid noise conflicts. All installations in or adjacent to County Right of Ways shall be permitted and approved by the Larimer County Engineering and Road and Bridge Departments, meeting all standards and design requirements.

Should you have any questions or concerns, please contact me.

COL Robert "Terry" Gilbert (ret.), AICP  
Community Development Director

Xc: file