



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

CONSENT FOR ACCESS TO PROPERTY

Name of Property Owner: Shane Collett
Location of Property: 17410 Highway 13, Meeker, CO 81641

The Colorado Division of Reclamation, Mining and Safety ("DRMS") is requesting your consent to allow DRMS Staff to access your property on 12/6/2022 (date) and for any follow-up visits that DRMS determines to be necessary. DRMS seeks access to your property to determine compliance with Colorado law and/or for the following purposes:

Once granted access to your property, DRMS Staff may take actions including but not limited to:

- Conducting a visual inspection of your property
- Taking photographs, video, and/or other documentation of conditions on your property
- Taking samples of soil, surface water, groundwater, or any materials stored on or disposed of on the property as DRMS determines to be necessary
- Other actions related to determining whether conditions at the property violate Colorado law, raise concerns of potential impacts to health, safety, welfare or the environment, or require any emergency response action

If DRMS Staff identifies any potential violations of laws or regulations at your property, you could face legal action, including but not limited to fines and/or requirements that you obtain any necessary permits. You are not required to consent to this request for access to your property. However, if you do not consent, DRMS Staff may still obtain access to your property through an administrative search warrant or other legal means. DRMS may also conduct an aerial inspection (e.g., drone flight) of your property without obtaining your consent. So, if you do not consent, it is still possible that DRMS Staff will be able to inspect your property.

Informed Consent

Check one:

☐ I own the property identified above.

☒ I am legally authorized to grant permission to access the property described above. *(per attached agreement)*

I have read and I understand the information provided to me regarding DRMS's request for consent to access my property. The information was provided to me in a language that I understand. I have had the opportunity to ask DRMS Staff questions.

By signing below, I AGREE to allow DRMS Staff access to my property, and voluntarily provide my informed consent.

Signature: 

Name of Landowner or Authorized Legal Representative (Printed): Tony Roberts

Date: 12/5/2022



AGREEMENT

This agreement is made and entered into on this 12TH day of MAY, 2022 (the "Effective Date") by and between SHANE COLLETT ("Owner"), with an address of 17410 HWY 13, MEeker, CO 81641, and IHC Scott, Inc. (IHC Scott), with an address for business of 10303 E. Dry Creek Rd., #300, Centennial, Colorado 80112.

- A. Owner owns and operates a property located in Rio Blanco County, Colorado (the "Borrow"), located at 17410 HWY 13, MEeker, CO 81641, (the "Property") from which it extracts fill dirt & backfill materials ("Material").
- B. IHC Scott wishes to contract with Owner to allow IHC Scott to extract Material from the Borrow, per the terms and conditions in this Agreement for use on the CDOT State Highway 13 project, during the 2-year lease term.

Section 1. Extraction of Material and Restrictions on Use.

Owner grants IHC Scott the right to extract Material from the Borrow for a period of two (2) years beginning from the Effective Date of this Agreement. IHC Scott shall have the right to continue to extract Material after the initial period until the CDOT State Highway 13 project is completed.

Section 2. Payment for Material Extracted.

IHC Scott shall pay Owner the sum of \$ per CY within thirty (30) days after IHC Scott is paid by CDOT. IHC Scott shall pay Owner each month for the number of CY's of Material that IHC Scott extracted during the preceding month. 200 yds 1 1/2 roadbase
and 100 yds 3/4 Gravel as part of payment. CB 5/12/22
IHC Scott shall provide a TOPO survey of the mined area prior to extraction and a TOPO survey after to further verify quantities of material that have been extracted.

Section 3. Exclusive Agreement.

Owner may not extract Material from the Borrow or allow others to remove of Material from the Borrow, during the term of this Agreement.

Section 4. Improvements and Personal Property.

IHC Scott shall have the right to install or construct an access road into the property at a mutually agreed location.

Section 5. Records.

IHC Scott shall keep accurate written books and records of its operations hereunder, including a strict and accurate record of all Material removed from the Borrow, as required by CDOT.

Section 6. County and State Permits.

NA

Section 7. Reclamation and Debris Control.

IHC Scott shall reclaim the Borrow with dryland pasture mix w 5% sainfoin grass and pazoisky grass. IHC Scott shall remove any access roads into the property and fence will be restored to its original condition.

Section 8. Insurance/ Applicable Laws.

IHC Scott shall maintain Worker's Compensation, Employers Liability and Comprehensive General Liability Insurance regarding its operations and shall have Owner named as an additional insured on those policies. Additionally, IHC Scott shall also comply with all applicable laws, ordinances, etc. while operating at the Property.

Section 9. Indemnities.

IHC Scott shall defend, indemnify and hold harmless for any claims which arise from IHC Scott's negligent acts or omissions in conjunction with the operations contemplated hereunder.

Section 10. Assignment/Subcontracting.

IHC Scott shall not transfer, subcontract, or assign this Agreement without written consent of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the date first hereinabove written.

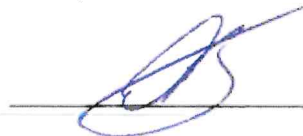
OWNER

IHC SCOTT, INC.

By:



By:



Name:

Shane Collett

Name:

CHRISTINA BAUMGART

Title:

Owner

Title:

Area Manager