



PFM Consulting LLC

Colorado Division of Reclamation, Mining and Safety
Attn: Amber Michels
1313 Sherman Street, Room 215
Denver, CO 80203

RE: Lascar Pit M2023-005, Incompleteness Response

February 23rd, 2023

Ms. Michels,

Thank you for taking the time to review the Special Operations 111 Reclamation permit package for the Lascar Pit. All Exhibits have been updated with the revisions requested. All Maps have been updated with the revisions requested. A detailed cost estimate for reclamation is also included in the revisions. The Performance and Financial Warranties for both projects are included as well for review.

If additional information is needed to complete the adequacy review, please let me know and I will get the information submitted for review.

Warm Regards,

Jodi Schreiber

Jodi Schreiber, Owner
PFM Consulting LLC

1774 N. Cougar Drive
Pueblo West, CO 81007
(719) 529-0916
pfmconsultingcompany@gmail.com
www.pfmconsultingllc.com

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY

Department of Natural Resources

1313 Sherman St., Room 215

Denver, Colorado 80203

Phone: (303) 866-3567

FAX: (303) 832-8106



CONSTRUCTION MATERIALS

SPECIAL (111) OPERATION

RECLAMATION PERMIT APPLICATION FORM

The application for a Construction Materials Special 111 Operation Reclamation Permit contains four major parts: (1) the application form; (2) Exhibits A-L, Addendum 1, and any sections of Exhibit 6.5 (Geotechnical Stability Exhibit), as required by the Office, and outlined in Rules 6.1, 6.2, 6.3, 6.5, and 1.6.2(1)(b); (3) the application fee; (4) the Performance Warranty and if required a Financial Warranty. When you submit your application, be sure to include one (1) completed, signed and notarized ORIGINAL and one (1) copy of the completed application form, two (2) copies of Exhibits A-L, Addendum 1, appropriate sections of Exhibit 6.5 (Geotechnical Stability Exhibit), as required, a check for the application fee described under (4) below, and the fully executed Performance Warranty and Financial Warranty, if required. Exhibits should **NOT** be bound or in 3-ring binders; maps should be folded to 8 2" X 11" or 8 2" X 14" size. To expedite processing, please provide the information in the format and order described in this form.

GENERAL OPERATION INFORMATION

Type or print clearly, in the space provided, all information described below

1. Applicant/operator or company name (name to be used on the permit):
Slete, Inc.
- 1.1 Type of organization (corporation, partnership, etc.): Corporation
2. Operation name (pit, mine or site name): Lascar Pit
3. Permitted acreage: 30 Permitted Acres
4. New Application: \$898.00 Application Fee
5. Primary commodity(ies) to be mined: Construction Aggregate
6. Name of owner to the surface of affected land: Colorado State Land Board
7. Name of owner to the subsurface rights of affected land: Colorado State Land Board
8. Type of mining operation: ☒ Surface ☐ Underground ☐ In-situ
9. Location information: The center of the area where the majority of mining will occur:
COUNTY: Huerfano
PRINCIPAL MERIDIAN (check one): ☒ 6th (Colorado) ☐ 10th (New Mexico) ☐ Ute
SECTION (write number): S 36
TOWNSHIP (write number and check direction): T 25 ☐ North ☒ South
RANGE (write number and check direction): R 67 ☐ East ☒ West
QUARTER SECTION (check one): ☐ NE ☒ NW ☐ SE ☐ SW
QUARTER/QUARTER SECTION (check one): ☐ NE ☒ NW ☐ SE ☐ SW
GENERAL DESCRIPTION: (the number of miles and direction from the nearest town and the approximate elevation):
The Lascar Pit is located approximately 13 miles north of Walsenburg, Colorado. Elevation
6093 feet.

15. **Correspondence Information:**

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

Contact's Name: **Baxter Kirkland** Title: **President**
Company Name: **Siete, Inc.**
Street/P.O. Box: _____ P.O. Box: **202**
City: **Rye**
State: **Colorado** Zip Code: **81069**
Telephone Number: **(719) - 676-7777**
Fax Number: **() -**

PERMITTING CONTACT (if different from applicant/operator above)

Contact's Name: **Jodi Schreiber** Title: _____
Company Name: **PFM Consulting LLC**
Street/P.O. Box: **1774 N. Cougar Dr.** P.O. Box: _____
City: **Pueblo West**
State: **Colorado** Zip Code: **81007**
Telephone Number: **(719) - 529-0916**
Fax Number: **() -**

INSPECTION CONTACT

Contact's Name: **Baxter Kirkland** Title: **President**
Company Name: **Siete, Inc.**
Street/P.O. Box: _____ P.O. Box: **202**
City: **Rye**
State: **Colorado** Zip Code: **81069**
Telephone Number: **(719) - 676-7777**
Fax Number: **() -**

CC: STATE OR FEDERAL LANDOWNER (if any)

Agency: **Colorado State Land Board**
Street: **1127 Sherman Street**
City: **Denver**
State: **CO** Zip Code: **80203**
Telephone Number: **(303) - 866-3454**

CC: STATE OR FEDERAL LANDOWNER (if any)

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

Certification:

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

1. All necessary approvals from local government have been applied for (Section 34-32.5-111(1)(a)(IX));
2. This entire mining operation will not affect more than 30 acres;
3. This mining operation will not adversely affect the stability of any significant, valuable and permanent man-made structure(s) located within two hundred (200) feet of the affected lands. (However, where there is an agreement between the applicant/operator and the persons having an interest in the structure that damage to the structure is to be compensated for by the applicant/operator (Section 34-32.5-115(4)(e), C.R.S. 1984, as amended), then mining may occur within 200 feet. Proof of an agreement must be submitted to the Office prior to the decision date.)
4. No mining operation will be located on lands where such operations are prohibited by law (Section 34-32.5-115(4)(f), C.R.S. 1984, as amended);
5. As the applicant/operator, I do not have any mining/exploration operations in this state of Colorado currently in violation of the provisions of the Colorado Land Reclamation Act for the Extraction of Construction Materials (Section 34-32.5-120, C.R.S. 1984, as amended) as determined through a Board finding.
6. I understand that statements in the application are being made under penalty of perjury and that false statements made herein are punishable as a Class 1 misdemeanor pursuant to Section 18-8-503, C.R.S. 1984, as amended.

This form has been approved by the Mined Land Reclamation Board pursuant to section 34-32.5-111, C.R.S., of the Colorado Land Reclamation Act for the Extraction of Construction Materials. Any alteration or modification of this form shall result in voiding any permit issued on the altered or modified form and subject the operator to cease and desist orders and civil penalties for operating without a permit pursuant to section 34-32.5-123, C.R.S.

Signed and dated this 9th day of February, 2023.

Siete, Inc.

Applicant/Operator

If Corporation Attest (Seal)

By: [Signature]

Title: President

By: No Seal

Corporate Secretary or Equivalent
Town/City/County Clerk

State of Colorado)

County of Pueblo) ss.

The foregoing instrument was acknowledged before me this 9th day of February, 2023

by Baxter Kirkland as President of Siete, Inc.

[Signature]
Notary Public

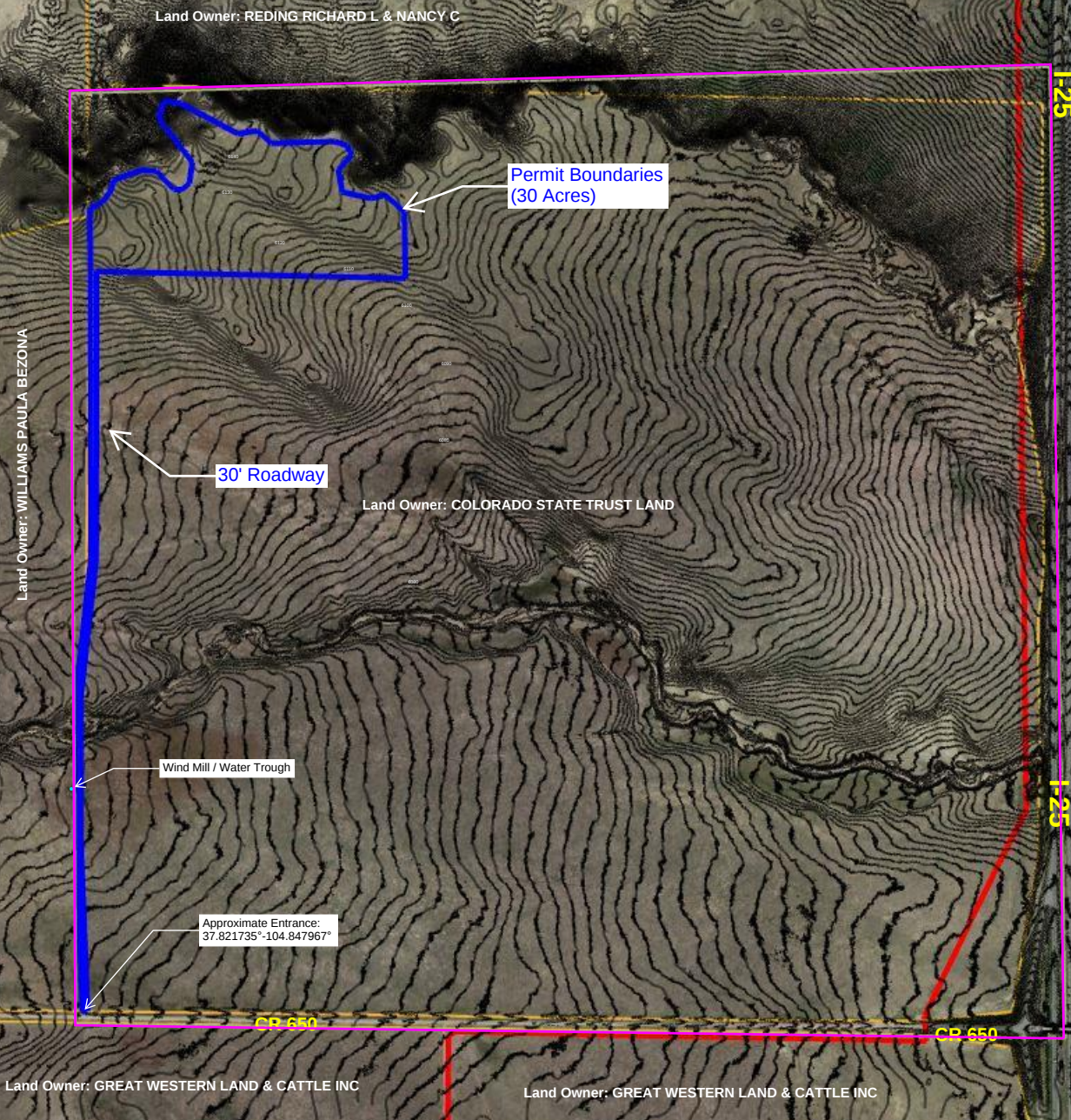
My Commission expires: 10/10/26

JODI D SCHREIBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064001792
MY COMMISSION EXPIRES OCTOBER 6, 2026

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

Lascar Pit
Existing Conditions Exhibit E

Siete INC
Map By James Higgs
2/5/22



Notes:
Buzz Williams owns all the fences, wind mill, and water trough within 200.

- Legend**
- Power Line
 - Fence Line
 - Property Line
 - Pit Boundaries
 - 2' Contours



Scale
→ 600'-0" ←

Land Owner: REDING RICHARD L & NANCY C

Lascar Pit - Siete INC Mining Map Exhibit E

2/5/23
Map By James Higgs



Land Owner: WILLIAMS PAULA BEZONA



Permit Boundaries
(30 Acres)

Land Owner: COLORADO STATE TRUST LAND

Mining
Direction

Mining
Direction

Mining
Direction

Approximate
Processing
Area

Approximate
Stockpile
Area

Land Owner: COLORADO STATE TRUST LAND

6110

6120

6130

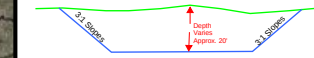
6140

Land Owner: COLORADO STATE TRUST LAND

Legend

- Permit Boundary (30.0 Acres)
- Existing Fence Line
- 10' Existing Contours
- Property Boundaries
- Erosion Berm/Stockpile of Topsoil & Overburden

Typical Section



Scale

← 200'-0" →

Notes:
1) Floor depth will be determined in the field
2) All slopes will be mined at a 3:1, except for the working face.
3) Entrance Location: 37.821735°-104.847967°

Haul Road

Lascar Pit - Siete INC
Reclamation Map Exhibit E

2/5/23
Map By James Higgs 

Land Owner: REDING RICHARD L & NANCY C

Land Owner: WILLIAMS PAULA BEZONA

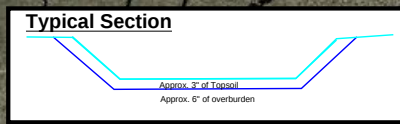


Permit Boundaries
(30 Acres)

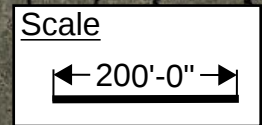
Land Owner: COLORADO STATE TRUST LAND

Land Owner: COLORADO STATE TRUST LAND

Land Owner: COLORADO STATE TRUST LAND



- Legend**
- Permit Boundary (30.0 Acres)
 - Existing Fence Line
 - 10' Existing Contours
 - Property Boundaries
 - Erosion Berm/Stockpile of Topsoil & Overburden



Notes:
1) Floor depth will be determined in the field.
2) All slopes will be mined at a 3:1, except for the working face.
3) Entrance Location: 37.821735°-104.847967°
4) All contours are approximate.

Haul Road

Lascar Pit

February 2023

111 Permit Application

Colorado Division of Reclamation, Mining, and
Safety

Siete Inc.

Introduction

The Lascar Pit is located approximately 13 miles north of Walsenburg, CO in Huerfano County at an elevation of 6503 feet. The Lascar Pit will be used as sand and gravel source for Colorado Project No. FBR 025A-045 and Federal Highway Administration Project 6982AF23C000001; therefore, this application is for a Special Operations 111 reclamation permit. The permit boundary is shown on the Existing Conditions Map. Prior to mining, the site was used for rangeland and cattle grazing and will be reclaimed as such. The depth of excavation will be approximately 20 feet. Topsoil is expected to range from 3-4 inches.

The site is bordered by rangeland to the north, south, west, and east. The General Location Map in Exhibit A details the location of the Lascar Pit. The surface and mineral rights are owned by the Colorado State Land Board. A lease to mine and sell the gravel is attached for review. The permit area will include 30.0 acres.

6.3.1 EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The site is approximately 13 miles north of Walsenburg, CO. The property is surrounded by dry rangeland in each direction. County Road 650 borders the south end of the site and Interstate 25 is to the east of the property. The main site access is located at the southwest corner of the site with access from County Road 650 and is shown on the General Location.

The total permit area is 30.0 acres.

1. Legal Description

A tract of land located within the west half of Section 36, Township 25 South, Range 67 West of the 6th Principal Meridian of Huerfano County in the State of Colorado.

The pit can also be described as located at with a mine entry location of:

Latitude 37.821735°

Longitude -104.847967°

6.3.2 EXHIBIT B

SITE DESCRIPTION

1. Location and General Land Use Information

The site is located along Huerfano County Road 650 and Interstate 25 and is composed of dry rangeland. The parcel is currently leased for agricultural operations by the Colorado State Land Board.

2. Site Geology

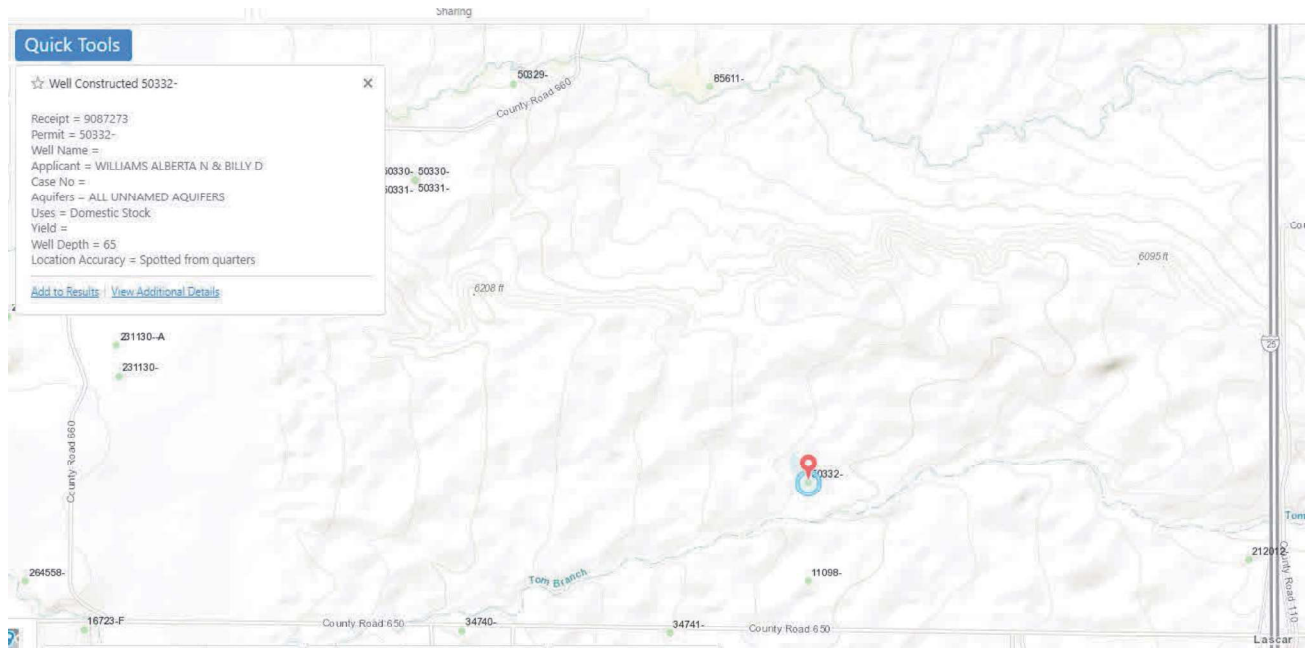
Site geology consists of 3-4 inches of topsoil. Mining will occur to a depth of approximately 20 feet. There are no hazardous or acid forming materials expected to be encountered during excavation. See the enclosed Natural Resources Conservation Service (NRCS) soil report for more details on surface composition. A majority of the site is composed of Baca Silt Loam. This material is well drained with slow to medium runoff and moderately slow permeability. These soils are used for both rangeland and for irrigated cropland. Native vegetation is blue grama, buffalograss, western wheatgrass, broom snakeweed and cactus. Samsil-chicosa complex is also on the property and is found in rangeland. The main native vegetation and includes little bluestem, western wheatgrass, sideoats grama, blue grama, green needlegrass, sedges and forbs. It is well drained and has a medium to high surface runoff. Permeability is slow.

3. Surface Hydrology

Pre-mining topography is shown on the Existing Conditions Map. All runoff on the undisturbed site runs to the south. Stormwater will be kept from leaving the site by using topsoil and overburden stockpiles which will surround the site following the perimeter. The stockpiles will be first developed on the western edge of the site and will encircle the full area over the mine's life. This perimeter topsoil berm is shown on the Mining Map. Stormwater that occurs on site will remain on site; however, the soils should allow for stormwater to infiltrate the site and pit floor within 72 hours.

Based on data from the Division of Water Resources Well Permit Search map, groundwater is not anticipated to be encountered during any phase of mining. A structure depicted on the map

below shows the well depth at 65 feet. Mining is not anticipated deeper than 20 feet. If groundwater is encountered, excavation will be stopped. The area will then be backfilled with at least two feet of material and no mining will occur beyond that depth.



1. Vegetation

Vegetation at this site is typical rangeland grasses for this area and covers approximately 30-60% of the site.

2. Wildlife

Environmental conditions, such as food and cover availability, is limited due to the climate. Small animals (rabbits, coyotes, etc.) are found in the surrounding environment. The site may also see white tail deer, antelope, prairie dog, various snakes and lizards. Impacts to wildlife will be mitigated through a weed management plan and reseedling all mined areas with a native rangeland seed mix.

3. Structures

There is a fence, stock tank, water line and County Road 650 that all lie within 200' of the permit boundary.

4. Soils

The NRCS soil map is included. The site contains two main soil types:

- Baca Silt Loam – 61.9%, Well-drained with slow to medium runoff
- Samsil-Chicosa Complex – 16.3%, Well-drained with medium to high runoff

6.3.3 EXHIBIT C MINING PLAN

1. General Mining Plan

The Existing Conditions Map shows the current conditions of the Lascar Pit. The pit will provide aggregate for road construction work on Colorado Project No. FBR 025A-045 and Federal Highway Administration Project 6982AF23C000001. Mining will disturb up to 30 acres as shown on the Mining Map.

Mine access is via County Road 650 with access from Interstate 25. Mining of the gravel deposit will progress from the west side of the permit boundary and move to the east of the site. Stockpile and processing areas will be in the southwest corner of the site. The pit will be sloped to a 3H:1V or shallower to restore the site's previous drainage pattern.

A portable asphalt hot plant or concrete plant may be located at the site and will be located inside of the processing area as shown on the Mining Map. This area, as well as the stockpile and processing areas, will be prepped by removing and stockpiling topsoil for later reclamation. Mined and processed aggregate will be stored surrounding the portable processing plant(s). Topsoil and overburden berms will be stored around the perimeter of the permit boundary for later use in reclamation.

2. Mining Timetable

The construction project is anticipated to February 2023, depending on weather. Mining is planned to finish by Fall 2023.

3. Mine Facilities and Operation

Toxic or acid-producing materials will not be encountered during the mining operation. No blasting or explosives will occur/be used during mining nor on site. Bulk storage of fuel and small amounts of lubricants may be stored on site and will be either double walled or housed within an earthen berm that will have a capacity of at least 110% of the volume of the tanks to be kept onsite. No permanent structures will be built within the permit area as part of this operation. Water will be used to control dust on site. Water for this operation will be purchased from an offsite source in Colorado City and trucked to the site. It is estimated that the operation

will consume up to 10,000 gallons of water per day for dust suppression. Portable plants will be used onsite for rock crushing. Spray bars will be used in the crushing and screening plant to minimize dust.

Aggregate processing equipment is portable. The processing equipment may move and follow active mining throughout the site. Portable mining equipment such as loaders, dozers, trucks, and excavators will be serviced onsite as needed. Upon reclamation, all portable equipment will be removed from the site.

On-site roads are temporary and will change as mining progresses to the east. Support equipment will come to the site on an as-needed basis. Night mining activity may occur in the operation and portable lighting may be used within the pit from time to time. Portable toilets will be used for employees.

Stormwater drainage on the disturbed areas will be directed by berms that border all disturbed areas of the site. The operation will create a depressed area. No stormwater or process water will leave the site and will be directed toward the center of the disturbed area where it will infiltrate within 72 hours. Except for the highwall, slopes will be maintained at 3H:1V or shallower. As no stormwater will leave or is anticipated to leave the site, a CDPHE Storm Water Discharge permit is not required.

4. Topsoil and Overburden Handling

Topsoil will be salvaged from the disturbed areas and placed in temporary perimeter berms surrounding the disturbed area. Piles are shown at the perimeter of the permit boundary on the Mining Map. Topsoil is expected to be approximately 3-4 inches and overburden is expected to be approximately 18-30 inches. The topsoil and overburden berms will be used for reclamation to construct 3H:1V slopes or shallower. The deposit is approximately 20 feet in depth. There are no significant disturbances onsite pre-mining. The haul road will be approximately 30 feet wide and will be constructed as with any gravel road, by removing the topsoil to a width of 30 feet.

5. Schedule of Operations

Mining, screening, and processing will be conducted with portable equipment between February and September 2023. Mining operations will be dictated by the project schedule. Mining may take place 6 days per week for the duration of the project.

6. Huerfano County Impacts and Environmental Impacts

The impacts to Huerfano County will be limited. Minimal dust is expected from the operation as the pit and roads are watered as needed. Water used is purchased and brought on site and applied on an as-needed basis to control dust on haul roads and within the mine area.

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6.3.4 EXHIBIT D RECLAMATION PLAN

1. General Reclamation Plan

The maximum disturbed area to be reclaimed under this permit is ~30.0 acres. Post-mining land use will return the site back to dry rangeland with native grasses. All areas of the site including will be reclaimed to 3H:1V or shallower. As described in the mining plan, reclamation will occur concurrently with mining. No interior haul roads will remain following reclamation. All reclaimed areas will be sloped, topsoil replaced and seeded with the approved seed mix.

2. Topsoil Replacement

Topsoil onsite is anticipated to range from 3-4 inches thick. During mining, all topsoil will be stored in the site perimeter berm of the site and are shown on the Reclamation Map.

3. Haul Roads and Access

One entrance road will connect the site to County Road 650. Onsite haul roads will move as mining moves throughout the site. No interior haul roads will remain following reclamation.

4. Reclamation Timetable

Reclamation will occur concurrently with mining. Topsoiling and seeding will occur between the Fall 2023 and Spring 2024.

5. Revegetation Plan

For reclamation, seed will be drilled. Heavy furrows may be left to help concentrate moisture and provide shade for vegetation establishment. An NRCS approved seed mix will be used. It is anticipated that the following mix would be adequate for reclamation purposes.

Native Grass Seed Mix

SPECIES	APPLICATION RATE (drilled)
Western Wheatgrass	16 pounds of pure live seed per acre
Blue Grama	1.2 pounds of pure live seed per acre
Galleta	1.6 pounds of pure live seed per acre
Sand Dropseed	0.1 pounds of pure live seed per acre
Winter Fat	0.1 pounds of pure live seed per acre

6. Post-Reclamation Site Drainage

Final reclamation surfaces will be graded so that waters flow in a similar path to the original pre-mining path. Any onsite water will infiltrate within 72 hours.

7. Monitoring Reclamation Success

The local NRCS office may assist in any reclamation issues or to help control erosion. Weed mitigation will occur through mechanical removal. If there are issues that arise regarding noxious weed control, Siete Inc. will contact the Huerfano County Noxious Weed Coordinator for guidance.

8. Reclamation Bond

The bond for the site will be based upon \$2,500 per acre. The site will have 30.0 acres of disturbance. Since a fraction of an acre is counted a whole acre by the Division, the bond will be $30.0 \text{ acres} \times \$2,500.00 \text{ per acre} = \$75,000.00$.

Reclamation cost estimates were calculated on a per acre basis and applied to maximum active mining area of 30 acres.

Direct Tasks	Unit	Quantity	Cost	Total Cost
Placing Topsoil/Fines				
Bull Dozer	Hours	0.33	\$145.00	\$47.85
Loader	Hours	0.33	\$145.00	\$47.85
Seeding				
Broadcasting	Hours	0.33	\$300.00	\$99.00
Seed Mix	Acre	1	\$350.00	\$350.00
Mulch	Acre	1	\$187.50	\$187.50
Tracking seed/mulch				
Dozer	Hours	0.33	\$154.00	\$50.82
Area Reclaimed	Acre	30		\$23,490.60
Mobilization Fee	Hours	5	\$100	\$500.00
Indirect Tasks				
Liability Insurance			0.0155	\$364.00
Performance Bond			0.015	\$352.00
Profit			0.1	\$2,349.00
Job Superintendent	Hours	20	\$88.00	\$1,760.00
Miscellaneous Indirect			0.0925	\$2,172.00
Total Bond				\$30,987.60

6.3.5 EXHIBIT E MAPS

Existing Conditions Map

Mining Map

Reclamation Map

6.3.6 EXHIBIT F

LIST OF OTHER PERMITS AND LICENSES REQUIRED

The following permits are necessary for the full operation of the Lascar Pit:

1. APEN – A fugitive air emissions permit is needed from the Colorado Department of Public Health and Environment. Air emissions permits will be in place for all equipment and portable plants utilized on site which require a permit.
2. Huerfano County Special Use Permit.

6.3.7 EXHIBIT G

SOURCE OF RIGHT-TO-ENTER

The surface and mineral owner of the property which will be mined is the Colorado State Land Board. The Operator is Siete Inc. Attached is the lease between the two entities.

6.3.8 EXHIBIT H
MUNICIPALITIES WITHIN TWO MILES

There are no municipalities within two miles of the site.

Bond No.: _____

EXHIBIT B, PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we Siete, Inc. of the County of Pueblo, in the State of Colorado as Principal, and Travelers Casualty and Surety Company of
America
of Hartford, in the State of CT
as surety, are held and firmly bound unto the **STATE OF COLORADO**, in the penal sum of NINETEEN MILLION FIVE HUNDRED NINE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$19,509,100.00), with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our and each of our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the obligation is that the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, dated 1/13/2023 for the construction of a project described as Colorado Project No. FBR 025A-045 (22350), located in the Huerfano County in the State of Colorado. The work consists of road and or bridge construction identified in the Project Special Provisions, Project Standard Provisions, and in the Project Plans and Specifications; said work of construction to be done according to the requirements of said contract;

NOW THEREFORE, if the said Principal shall at all times duly and faithfully discharge their duties under said contract, and shall duly and faithfully perform all the obligations thereof, and shall and will indemnify and save harmless the State of Colorado, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the said State of Colorado or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of the Principal or anyone acting for him as sub-contractor or otherwise in the performance of this contract, or by reason of any failure on the part of said Principal, his agents, servants or employees, his sub-contractor or sub-contractors, or any of them, in the performance of said contract or any portion thereof, these presents shall become void, otherwise to be and remain in full force and effect.

THE STATE OF COLORADO shall be under no obligation, except as expressly provided by statute, to withhold any sums due the said Principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the Principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

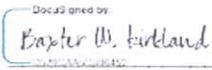
No assignment by Principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work there under shall invalidate this bond or release the liability of the surety there under.

This agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or such assistant as he may designate.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Greenwood Village, CO the
day and date above written.

Contractor: **Siete, Inc**

Sign Name: 

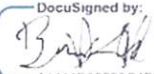
Type Name: Baxter W. Kirkland

Surety Co.: Travelers Casualty and Surety Company of America

Address: One Tower Square

Hartford, CT 06183

ATTEST:

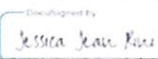

A1411E3B298C4F8

Brianna Kirkland

V.P.

(Title)

Bonding Agent: Holmes, Murphy and Associates, LLC

Sign Name: 

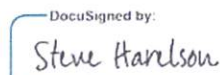
Type Name: Jessica Jean Rini, Attorney-in-Fact

Address: 7600 East Orchard Road

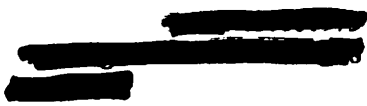
Suite 230 South

Greenwood Village, CO 80111

Approved by the STATE OF COLORADO, Department of Transportation, This 1/13/2023 day of
January, A.D.

By 
AB4C0B01642B42F

Stephen Harelson, P.E., Chief Engineer, Department of Transportation

Bond No.: **EXHIBIT C, PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, That we Siete, Inc. of the County of Pueblo, in the State of Colorado as Principal, and Travelers Casualty and Surety Company of

America

of Hartford, in the State of CT as surety, are held and firmly bound unto the **STATE OF COLORADO**, in the penal sum of NINETEEN MILLION FIVE HUNDRED NINE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$19,509,100.00), with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our and each of our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the obligation is that the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, dated 1/13/2023 for the construction of a project described as Colorado Project No. FBR 025A-045 (22350), located in the Huerfano County in the State of Colorado. The work consists of road and or bridge construction identified in the Project Special Provisions, Project Standard Provisions, and in the Project Plans and Specifications; said work of construction to be done according to the requirements of said contract;

NOW THEREFORE, if the said Principal, their sub-contractor or subcontractors, and each and all of them, shall duly pay for all labor, materials, and other supplies used or consumed in the performance of the work contracted to be done or any part thereof, and if the said Principal shall also fully indemnify and save harmless the State of Colorado, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the said State of Colorado or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of the Principal or anyone acting for them as sub-contractor or otherwise in connection with such payments, these presents shall become void, otherwise to be and remain in full force and effect.

THE STATE OF COLORADO shall be under no obligation, except as expressly provided by statute, to withhold any sums due the said Principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the Principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by Principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work there under shall invalidate this bond or release the liability of the surety there under.

This agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or such assistant as he may designate.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Greenwood Village, CO the
day and date above written.

Contractor: **Siete, Inc.**

Sign Name: Baxter W. Kirkland

Type Name: Baxter W. Kirkland

Surety Co.: Travelers Casualty and Surety Company of America

Address: One Tower Square
Hartford, CT 06183

ATTEST:

DocuSigned by:
Brianna Kirkland
A1411E35298C4F8

Brianna Kirkland

V.P. _____

(Title)

Bonding Agent: Holmes, Murphy and Associates, LLC

Sign Name: Jessica Jean Rini

Type Name: Jessica Jean Rini, Attorney-in-Fact

Address: 7600 East Orchard Road
Suite 230 South
Greenwood Village, CO 80111

Approved by the STATE OF COLORADO, Department of Transportation, This 1/13/2023 day of
January, A.D.

By Steve Harelson
AB4C0B01642B42F

Stephen Harelson, P.E., Chief Engineer, Department of Transportation



Bond No. XXXXXXXXXX

PAYMENT BOND (See instructions on reverse)		DATE BOND EXECUTED (Must be same or later than date of contract) 10/31/2022		OMB Control Number: 9000-0045 Expiration Date: 8/31/2025	
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.					
PRINCIPAL (Legal name and business address) Siete, Inc. PO Box 202 Rye, CO 81069			TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☒ CORPORATION ☐ OTHER (Specify)		
			STATE OF INCORPORATION Colorado		
SURETY(IES) (Name(s) and business address(es)) Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183			PENAL SUM OF BOND		
			MILLION(S) 004	THOUSAND(S) 417	HUNDRED(S) 577
			CONTRACT DATE 10/26/2022		CONTRACT NUMBER 6982AF23C000001

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
Siete, Inc.					
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal	
	NAME(S) & TITLE(S) (Typed)	1. Baxter W. Kirkland President	2. (Seal)		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. (Seal)	2. (Seal)			
NAME(S) (Typed)	1. (Seal)	2. (Seal)			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183		STATE OF INCORPORATION Connecticut	LIABILITY LIMIT \$
	SIGNATURE(S)	1.		2. (Seal)	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1. Jessica Jean Rini Attorney-in-Fact		2. (Seal)	

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Previous edition is NOT usable

STANDARD FORM 25A (REV. 8/2016)
Prescribed by GSA-FAR (48 CFR) 53.2228(c)

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Jean Rini** of **GREENWOOD VILLAGE**, Colorado, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

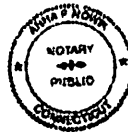
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Secretary, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of October, 2022.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Bond No. [REDACTED]

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

10/31/2022

OMB Control Number: 9000-0045
Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Siete, Inc.
PO Box 202
Rye, CO 81069

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE
☒ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

Colorado

SURETY(IES) (Name(s) and business address(es))

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
004	417	577	00

CONTRACT DATE

10/26/2022

CONTRACT NUMBER

6982AF23C000001

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)
NAME(S) & TITLE(S) (Typed)	1. Baxter W. Kirkland President	2.	3. Corporate Seal
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. (Seal)	2. (Seal)	
NAME(S) (Typed)	1.	2.	
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183	STATE OF INCORPORATION Connecticut
	SIGNATURE(S)	1. 	2.
	NAME(S) & TITLE(S) (Typed)	Jessica Jean Rini Attorney-In-Fact	2.
			LIABILITY LIMIT (\$)
			Corporate Seal

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STANDARD FORM 25 (REV. 8/2016)
Prescribed by GSA-FAR (48 CFR) 53.228(b)

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$) 	TOTAL (\$) 
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INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

Name and Address of the Person		Age	Sex	Religion	Marital Status	Occupation	Education	Income	Assets	Liabilities	Notes
John Doe	123 Main St, New York, NY 10001	35	M	Catholic	Married	Software Engineer	High School	\$80,000	House, Car	None	Good
Jane Doe	456 Elm St, New York, NY 10002	32	F	Protestant	Married	Teacher	College	\$60,000	House	Student Loan	Good
Robert Smith	789 Oak St, New York, NY 10003	45	M	Jewish	Divorced	Business Owner	College	\$120,000	House, Car, Boat	None	Good
Emily White	101 Pine St, New York, NY 10004	28	F	Muslim	Single	Marketing Executive	College	\$70,000	House	None	Good
Michael Brown	202 Birch St, New York, NY 10005	50	M	Hindu	Married	Retired	High School	\$40,000	House	None	Good
Sarah Green	303 Cedar St, New York, NY 10006	38	F	Buddhist	Single	Graphic Designer	College	\$55,000	House	None	Good
David Black	404 Maple St, New York, NY 10007	42	M	Sikh	Married	Doctor	College	\$150,000	House, Car, Boat	None	Good
Olivia Grey	505 Spruce St, New York, NY 10008	25	F	Christian	Single	Lawyer	College	\$90,000	House	None	Good
Benjamin Blue	606 Willow St, New York, NY 10009	30	M	Islam	Married	Engineer	College	\$75,000	House, Car	None	Good
Isabella Pink	707 Poplar St, New York, NY 10010	22	F	Hindu	Single	Student	High School	\$20,000	None	Student Loan	Good
William Yellow	808 Hickory St, New York, NY 10011	55	M	Jewish	Married	Retired	High School	\$30,000	House	None	Good
Charlotte Purple	909 Ash St, New York, NY 10012	33	F	Christian	Single	Writer	College	\$65,000	House	None	Good
James Orange	1010 Sycamore St, New York, NY 10013	48	M	Muslim	Married	Business Owner	College	\$110,000	House, Car, Boat	None	Good
Amelia Green	1111 Dogwood St, New York, NY 10014	27	F	Buddhist	Single	Marketing Executive	College	\$70,000	House	None	Good
Christopher Red	1212 Magnolia St, New York, NY 10015	37	M	Sikh	Married	Engineer	College	\$85,000	House, Car	None	Good
Victoria Blue	1313 Tulip St, New York, NY 10016	24	F	Christian	Single	Student	High School	\$15,000	None	Student Loan	Good
Matthew Yellow	1414 Rose St, New York, NY 10017	52	M	Jewish	Married	Retired	High School	\$35,000	House	None	Good
Grace Purple	1515 Iris St, New York, NY 10018	31	F	Muslim	Single	Marketing Executive	College	\$60,000	House	None	Good
Andrew Orange	1616 Dandelion St, New York, NY 10019	41	M	Hindu	Married	Business Owner	College	\$100,000	House, Car, Boat	None	Good
Chloe Green	1717 Sunflower St, New York, NY 10020	26	F	Buddhist	Single	Marketing Executive	College	\$65,000	House	None	Good
Benjamin Red	1818 Lavender St, New York, NY 10021	36	M	Sikh	Married	Engineer	College	\$80,000	House, Car	None	Good
Isabella Blue	1919 Marigold St, New York, NY 10022	23	F	Christian	Single	Student	High School	\$10,000	None	Student Loan	Good
William Yellow	2020 Zinnia St, New York, NY 10023	53	M	Jewish	Married	Retired	High School	\$40,000	House	None	Good
Olivia Purple	2121 Petunia St, New York, NY 10024	29	F	Muslim	Single	Marketing Executive	College	\$70,000	House	None	Good
Christopher Orange	2222 Pansy St, New York, NY 10025	39	M	Hindu	Married	Business Owner	College	\$110,000	House, Car, Boat	None	Good
Amelia Green	2323 Hyacinth St, New York, NY 10026	28	F	Buddhist	Single	Marketing Executive	College	\$65,000	House	None	Good
Benjamin Red	2424 Verbena St, New York, NY 10027	38	M	Sikh	Married	Engineer	College	\$85,000	House, Car	None	Good
Isabella Blue	2525 Impatiens St, New York, NY 10028	25	F	Christian	Single	Student	High School	\$12,000	None	Student Loan	Good
William Yellow	2626 Aster St, New York, NY 10029	54	M	Jewish	Married	Retired	High School	\$45,000	House	None	Good
Olivia Purple	2727 Begonia St, New York, NY 10030	30	F	Muslim	Single	Marketing Executive	College	\$75,000	House	None	Good
Christopher Orange	2828 Fuchsia St, New York, NY 10031	40	M	Hindu	Married	Business Owner	College	\$120,000	House, Car, Boat	None	Good
Amelia Green	2929 Camellia St, New York, NY 10032	27	F	Buddhist	Single	Marketing Executive	College	\$70,000	House	None	Good
Benjamin Red	3030 Geranium St, New York, NY 10033	37	M	Sikh	Married	Engineer	College	\$90,000	House, Car	None	Good
Isabella Blue	3131 Petal St, New York, NY 10034	24	F	Christian	Single	Student	High School	\$15,000	None	Student Loan	Good

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes of the problem. Once the causes of the problem have been identified, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Once a plan of action has been developed, the next step is to implement the plan. This involves carrying out the steps that have been identified in the plan and monitoring the progress of the implementation. Finally, the last step in the process is to evaluate the results of the implementation. This involves determining whether the problem has been solved and whether the resources have been used effectively.

NY 65 (105) / En; 31 1979 CAGAL:12



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Jean Rini** of **GREENWOOD VILLAGE, Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

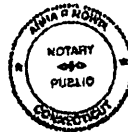
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of October, 2022.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CERTIFICATION

The Applicant, Siete, Inc. (print applicant/company name),
by Baxter W. Kirkland (print representative's name), as President (print
representative's title), does hereby certify that Buzz Williams (structure owner) shall
be compensated for any damage from the proposed mining operation to the above listed structure(s)
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation
Permit Application for Lascar Pit (operation name),
File Number M-2023-005.

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

NOTARY FOR PERMIT APPLICANT

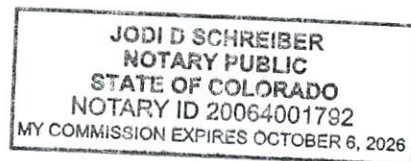
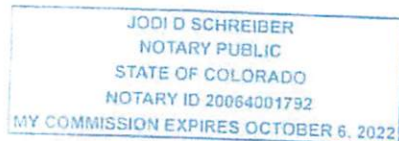
ACKNOWLEDGED BY:

Applicant B. W. K. Representative Name Baxter W. Kirkland
Date 2-9-23 Title President

STATE OF Colorado)
) ss.
COUNTY OF Pueblo)

The foregoing was acknowledged before me this 9 day of February, 2023, by
Baxter Kirkland as President of Siete, Inc.

Jodi D. Schreiber My Commission Expires: 10/6/26
Notary Public



NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner Buzz Williams Name Buzz Williams

Date 2/9/23 Title Structure Owner

STATE OF Colorado)

COUNTY OF Pueblo) ss.

The foregoing was acknowledged before me this 9 day of February, 2023 by
Buzz Williams as Structure Owner of Structure Listed.

Jodi D. Schreiber
Notary Public

My Commission Expires: 10/6/26

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

JODI D SCHREIBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064001792
MY COMMISSION EXPIRES OCTOBER 6, 2026

SIGNED, SEALED AND DATED this 9 day of February, 2023.

Baxter W. Kirkland
Operator (SEAL)

By: Baxter W. Kirkland

Title: President

NOTARIZATION OF OPERATOR'S ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Pueblo) ss.:

The foregoing instrument was acknowledged before me this 9 day of February, 2023
by Baxter Kirkland as President of Siete, Inc.

JODI D SCHREIBER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064001792
MY COMMISSION EXPIRES OCTOBER 6, 2026

Notary Public Jodi D Schreiber
My Commission Expires 10/06/26

STATE OF COLORADO
DEPARTMENT OF NATURAL RESOURCES
MINED LAND RECLAMATION BOARD
DIVISION OF RECLAMATION, MINING AND SAFETY

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

By: _____
Division Director

Date Executed: _____

Rev. 05/12

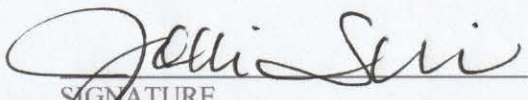
The following is a sample of the Notice required for Rule 1.6.2(1)(b) that you may wish to use. You must post a notice at the proposed access to the site.

NOTICE

This site is the location of a proposed construction materials operation. (Name of the Applicant/Operator) Siete, Inc.
_____, whose address and phone number is (Address and Phone Number of the Applicant/Operator) PO Box 202, Rye, CO 81069
_____, has applied for a Special 111 Operation Reclamation Permit with the Colorado Mined Land Reclamation Board.
Anyone wishing to comment on the application may view the application at the (County Name) Huerfano
_____, County Clerk or Recorder's Office, (Clerk or Recorder's Office Address) 401 Main Street, Walsenburg, CO 81089,
and should send comments prior to the end of the public comment period to the Division of Reclamation, Mining, and Safety,
1313 Sherman St., Room 215, Denver, Colorado 80203.

Certification:

I, (Name of the Applicant/Operator) Siete, Inc. hereby certify that I posted a sign containing the
above notice for the proposed permit area known as the (Name of Operation) Lascar Pit on (Date
Posted) February 10, 2023


SIGNATURE

DATE February 10, 2023