

STATE OF
COLORADO

Eschberger - DNR, Amy <amy.eschberger@state.co.us>

Kiowa County Pit M2023-008

Jodi Schreiber <jodi@arycorp.com>

Fri, Mar 24, 2023 at 1:22 PM

To: "Eschberger - DNR, Amy" <amy.eschberger@state.co.us>, Joel Renfro - DNR <joel.renfro@state.co.us>

Cc: John Paul Ary <jp@arycorp.com>

Good afternoon, Amy and Joel.

I've attached documentation for the Incomplete Notice. I am still waiting for the delivery notices from FedEx, but wanted to see if we could go ahead and get the application packet deemed complete so that we could run the 15 day period concurrent with my efforts to get the delivery receipts to cut down on the turnaround time for this package. I have included copies of the letter and agreement sent to both Lumen and CenturyLink, along with the FedEx receipt showing that the packages were dropped off for delivery yesterday through FedEx. I have also included the letter and FedEx receipt showing the Affidavit that was sent to Sara yesterday afternoon as well.

Let me know your thoughts. Thank you!



Jodi Schreiber

839 Mackenzie Ave., Canon City, CO 81212

Office (719) 275-3264 | Mobile (719) 529-0916

jodi@arycorp.com

"Success is not final, failure is not fatal; it is the courage to continue that counts. "

-Winston Churchill

**20230324.pdf**
3592K

March 23, 2023

Colorado Division of Reclamation, Mining and Safety
Attn: Amy Eschberger
1313 Sherman Street
Suite 215
Denver, CO 80203

RE: Kiowa County Pit M2023-008 Incompleteness Notice

Ms. Eschberger:

Please see enclosed a Certificate of Good Standing for A&S Construction Co. Item #9 on the Application has been updated.

The Site Description has been updated to include the Big Sandy Creek information as requested. The Permit Boundary has been adjusted and the impoundment is no longer within 200 feet of the permit boundary.

The Reclamation Plan has been modified to state that the pre-mining entrance road will remain following reclamation at its current condition. The incorrect page of the lease has been updated with the correct page. The legal description that was received from the Kiowa County Assessor's Office has also been included. The higher quality should provide you with the documentation needed to ascertain legal ownership of the property in question.

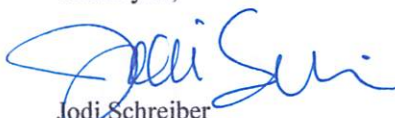
Updated notices were sent to the Kiowa County Commissioners and the Natural Resources Conservation District. Those notices and receipt emails are attached for your review.

The permanent structures within 200 feet of the permit boundary are as follows:

Colorado Department of Transportation – State Highway 96 (see original contract documents for agreement)
Southeast Colorado Power Association – Power Lines (see enclosed updated signature page)
Lumen Technologies – Fiber Optic Line (see enclosed executed Structure Agreements and FedEx delivery documentation)
CenturyLink – Phone Line (see enclosed executed Structure Agreement and FedEx delivery documentation)

No other structures will be modified, moved or removed by the mining operation.

Thank you,

A handwritten signature in blue ink, appearing to read "Jodi Schreiber".

Jodi Schreiber
719-529-0916
jodi@arycorp.com

ARY CORPORATION

A&S Construction Co.
Fremont Paving and Redi-Mix, Inc.
Ary Brothers Trucking, Inc.
All-Rite Paving & Redi-Mix, Inc.
Hard Rock Paving and Redi-Mix, Inc.

839 Mackenzie Ave.
Cañon City, CO 81212
719.275.3264

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

A & S CONSTRUCTION CO.

is a

Corporation

formed or registered on 03/01/1978 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871342310 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/22/2023 that have been posted, and by documents delivered to this office electronically through 03/23/2023 @ 10:11:57 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/23/2023 @ 10:11:57 in accordance with applicable law. This certificate is assigned Confirmation Number 14807663 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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):**
A&S Construction Co.
- 1.1 Type of organization (corporation, partnership, etc.): Corporation
2. **Operation name (pit, mine or site name):** Kiowa County Pit
3. **Permitted acreage:** 9.9 Permitted Acres
4. **New Application:** \$898.00 Application Fee
5. **Primary commodity(ies) to be mined:** Construction Sand
6. **Name of owner to the surface of affected land:** Olis and Susan Lauppe
7. **Name of owner to the subsurface rights of affected land:** Olis and Susan Lauppe
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: Kiowa
PRINCIPAL MERIDIAN (check one): ☒ 6th (Colorado) ☐ 10th (New Mexico) ☐ Ute
SECTION (write number): S 1
TOWNSHIP (write number and check direction): T 19 ☐ North ☒ South
RANGE (write number and check direction): R 46 ☐ 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 Kiowa County Pit is located 15.65 miles east of Eads, Colorado at elevation of 3866.

EXHIBIT B

SITE DESCRIPTION

1. Location and General Land Use Information

The site is located south of State Highway 96 approximately 15.65 miles east of Eads and is composed of and surrounded by dry rangeland.

2. Site Geology

Site geology consists of 0-3 inches of topsoil very limited overburden and sand that ranges in depth of 15-25 feet before shale is encountered. Mining will occur to a depth of approximately 15 feet below the present surface. 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.

3. Surface Hydrology

Prior to mining, the permit area has a very shallow slope and is located within the Big Sandy Creek, which is dry throughout the year. It is a typical dry creek for this area of the state and is located on the eastern boundary of the permit. Pre-mining topography is shown on the Existing Conditions Map. All the runoff on the undisturbed site runs to the south. Stormwater will be kept from leaving the site by utilizing topsoil and overburden stockpiles on the south end of the permit boundary and will develop around the outside perimeter as mining progresses to the north. The stockpiles will be first developed on the southern 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. These berms will be segregated during the mining operation. The topsoil berm will be reseeded within 180 days of the mine start up if reclamation has not begun by that time. Stormwater that occurs on site will remain on site by perimeter berms. The porous surface of the site will allow for all 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 well near the site is at a depth of 50 feet. Mining is not anticipated deeper than 15 feet. If groundwater is encountered, excavation will be halted, and the area will be backfilled with at least two feet of site excavated material. No mining will occur beyond the depth where groundwater is encountered, if required.

reclamation. All reclaimed areas will be sloped, topsoil replaced and seeded with the approved seed mix.

2. Topsoil Replacement

Topsoil on site is anticipated to range from 0-3 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 State Highway 96. Onsite haul roads will be flexible as mining moves throughout the site. No interior haul roads will remain following reclamation. The entrance road/access road will remain in its pre-mining condition following reclamation, per the landowner's request.

4. Reclamation Timetable

Reclamation will occur concurrently with mining. Topsoiling and seeding will occur in the Fall of 2023.

5. Revegetation Plan

Due to the mild grade, seed can be drilled. Heavy furrows will be left in the tilled topsoil to provide moisture concentration and shade areas to promote better conditions for successful vegetation establishment. Seeding will take place during the fall following retopsoiling of slopes. Slopes will be regraded, and retopsoiled as soon as they are able to be reclaimed and as additional mining areas become active. An NRCS approved seed mix will be used. It is anticipated that the following mix would be adequate for reclamation purposes.

5.1 Native Grass Seed Mix

<u>Species</u>	<u>Pounds of pure live seed per acre (drilled)</u>
Blue grama	1.8
Western wheatgrass	9.6
Sideoats grama	1.8
Needle and thread	2.2
Indian ricegrass	1.2

Property Lease

This Farmland Property Lease (this "Lease") dated this 7th day of February 2023, (hereinafter referred to as the "Lease"), by and between A&S Construction Co. ("Lessee"), whose address is 839 Mackenzie Ave. Canon City, CO 81212, and Olis Lauppe and Susan Lauppe, whose address is 21209 29 RD. Fowler, KS 67844.

Recitals

In consideration of the sum of Ten Dollars (\$10) paid by the Lessee to Lessor, the receipt and sufficiency of which is hereby acknowledged by Lessor, and on and subject to the terms and conditions provided in this Lease, Lessor hereby leases, lets and demises to the Lessee as defined herein, in, on and under the following described real property situated in Kiowa County, Colorado with a legal description as follows:

SEE ATTACHED ASSESSOR MAP AND ASSESSOR SHEET.

I. Definitions.

- a. Lease Year shall mean a period of one year beginning on the date the Term of the Lease commences, as set forth in Subsection c. below, or on any annual anniversary thereof.
- b. Term. The Term of this lease shall be for a period commencing on a date to be determined by A&S Construction and will terminate at the end of the

CDOT Project with 30-day notice from A&S Construction to the landowner.

II. Lease Payment.

- a. All parties agree to a lease payment of _____ per month.

III. Operations.

- a. The Lessee shall conduct its operations on the Property in a prudent and workmanlike manner and in accordance with good and accepted mining and business practices and in compliance with all applicable federal, state, and local laws, rules and regulations and all applicable permits. The timing, nature, manner and extent of all activities shall be within the sole discretion of the Lessee.
- b. The Lessee shall have the right to construct, maintain, use roads, fence, powerlines, telephone lines, and any right of way it deems

Lessor Initials OGL

Lessee Initials JPA

KIOWA COUNTY

LEGAL SEARCH REPORT FOR 1 19 46

01/18/2023 12:54 PAGE 1

ACCOUNT NUMBER RANGE - FROM: 1
EXCLUDES DELETED RECORDS TO: 999999999999999999

FILE FLAGS : INCLUDES R
TAX DISTRICTS: INCLUDES ALL

LEGAL LINE: ALL

ACCOUNT NUMBER F TXD NAME

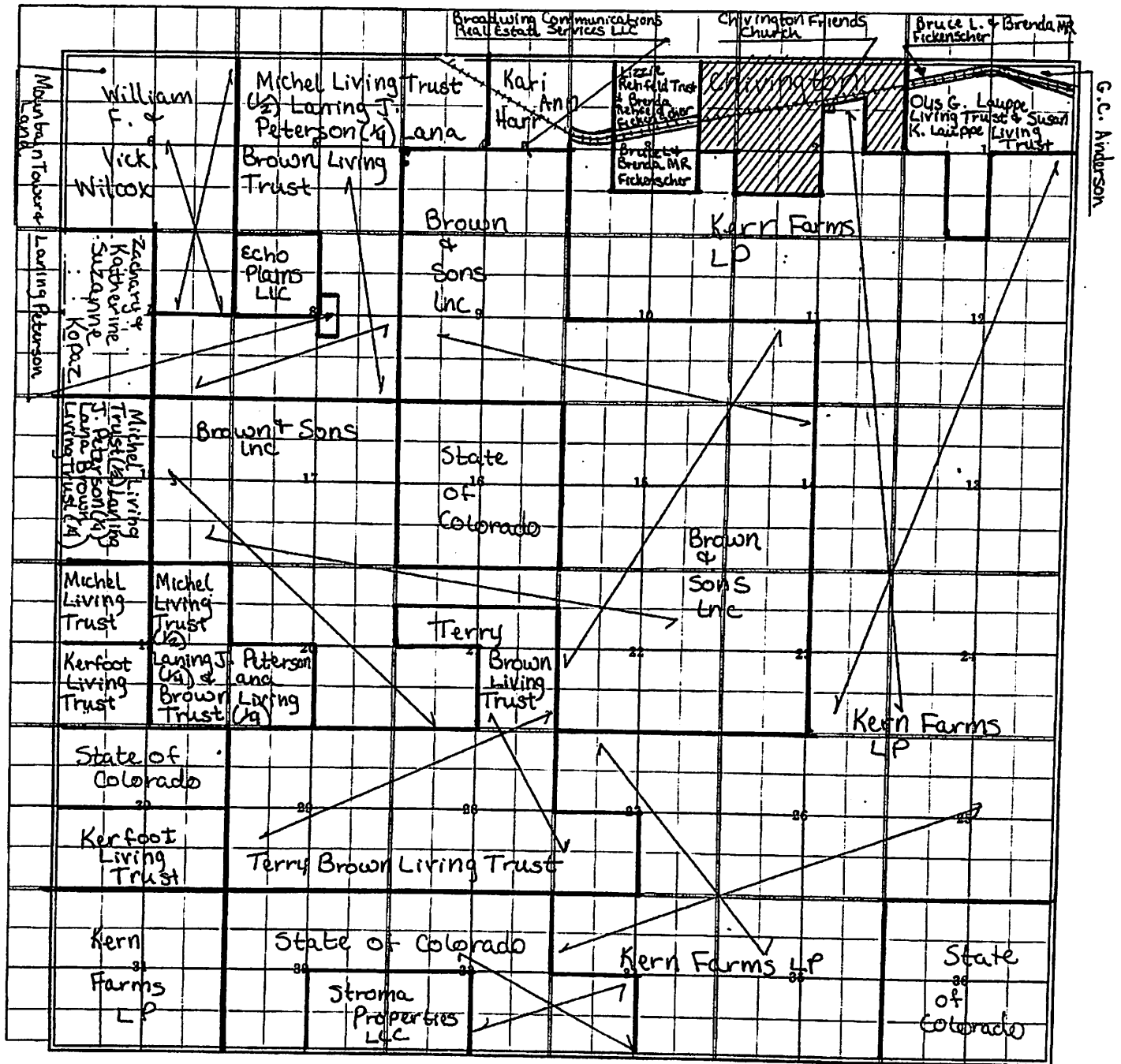
SEQ LEGAL DESCRIPTION

111920071	R 192	ANDERSON G C	001 NE (NRR)	1 19 46	
111921839	R 192	KERN FARMS LP	017 SE-W2SW (MR)	1 19 46	
111922024	R 192	LAUPPE OLIS G LIVING TRUST	002 1/2 INT N2 (SO RR)-E2SW		1 19 46
111922025	R 192	LAUPPE SUSAN K LIVING TRUST	002 1/2 INT N2 (SO RR)-E2SW		1 19 46
111922604	R 192	FICKENSCHER BRUCE L & BRENDA M R	001 NW (N RR)	1 19 46	

REPORT END TIME: 12:54

***TOTAL ITEMS FOUND THIS LISTING 5

Township No. 19 of Range No. 46 West of the 6th Principal Meridian.



- REFERENCES:
- Final Entry
 - Homestead Application
 - Pre-emption Filing
 - Timber Culture Claim
 - Coal Filing
 - Coal Entry
 - Desert Entry
- LANDS NOT OTHERWISE MARKED ARE VACANT U. S. LANDS

19-46
Date of Plat, 7-12-2022
Kiowa County
Colorado

SCALE:
One inch to one-half mile.
Magnetic Variation,
_____ 20 _____

Jodi Schreiber

From: Tina Adamson <kiowaco100@gmail.com>
Sent: Thursday, March 23, 2023 1:33 PM
To: Jodi Schreiber
Subject: Re: Updated Notice for A&S Construction Gravel Pit in Kiowa County

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jodi,

I have received the updates notice.

Thank you,

Tina Adamson
Administrator

Kiowa County
PO Box 100
Eads, CO 81036
(719) 438-5810
Fax: (719)438-5615
kiowaco100@gmail.com



On Thu, Mar 23, 2023 at 12:19 PM Jodi Schreiber <jodi@arycorp.com> wrote:

Good afternoon.

I stopped by the Kiowa County Courthouse to deliver a copy of the Notice of Filing Application for Colorado Mined Land Reclamation Permit for Special Operations (111) Mining Operations to the Commissioners. However, that notice had an error in the CRS citation and the time for the comment period.

Attached is an updated notice that has been corrected.

Could you please reply to this email to confirm receipt of this updated notice?

Thank you for your help in this matter!



Jodi Schreiber

839 Mackenzie Ave., Canon City, CO 81212

Office (719) 275-3264 | Mobile (719) 529-0916

jodi@arycorp.com

"Success is not final, failure is not fatal; it is the courage to continue that counts. "

-Winston Churchill

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

**NOTICE OF FILING APPLICATION
FOR COLORADO MINED LAND RECLAMATION PERMIT
FOR SPECIAL OPERATIONS (111) MINING OPERATION**

**NOTICE TO THE BOARD OF COUNTY COMMISSIONERS
KIOWA COUNTY**

A&S Construction Co. has applied for a Special Operations (111) Reclamation permit from the Colorado Mined Land Reclamation Board (the "Board") to conduct the extraction of construction materials in Kiowa County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining, and Safety (the "Division") and the local county clerk or recorder.

The applicant/operator proposes to reclaim the affected land to rangeland. Pursuant to Section 34-32.5-116(4)(m), the Board may confer with the local Board of County Commissioners before approving of the post-mining land use. Accordingly, the Board would appreciate your comments on the proposed operation. Please note that, in order to preserve your right to a hearing before the Board on this application, you must submit written comments on the application within five (5) working days after application was filed with the Division.

If you would like to discuss the proposed post-mining land use, or any other issue regarding this application, please contact the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567.

Jodi Schreiber

From: Johnson, Kathleen - FPAC-NRCS, CO <Kathleen.Johnson2@usda.gov>
Sent: Thursday, March 23, 2023 12:28 PM
To: Jodi Schreiber
Subject: RE: [EXTERNAL: Suspicious Link]Updated Gravel Pit Notice

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This has been received

From: Jodi Schreiber <jodi@arycorp.com>
Sent: Thursday, March 23, 2023 12:26 PM
To: Johnson, Kathleen - FPAC-NRCS, CO <Kathleen.Johnson2@usda.gov>
Subject: [EXTERNAL: Suspicious Link]Updated Gravel Pit Notice

CAUTION: This message triggered warnings of **potentially** malicious web content. Consider whether you are expecting the message, along with inspection for suspicious links, prior to clicking. Any concerns with known senders, use a good contact method to verify.

Send Questions or Suspicious messages to: Spam.Abuse@usda.gov

Good afternoon.

I stopped by the Natural Resource Conservation Office last week to deliver a copy of the Notice of Filing Application for Colorado Mined Land Reclamation Permit for Special Operations (111) Mining Operations. However, that notice had an error in the CRS citation and the time for the comment period.

Attached is an updated notice that has been corrected.

Could you please reply to this email to confirm receipt of this updated notice?

Thank you for your help in this matter!



Jodi Schreiber

839 Mackenzie Ave., Canon City, CO 81212
Office (719) 275-3264 | **Mobile** (719) 529-0916
jodi@arycorp.com

"Success is not final, failure is not fatal; it is the courage to continue that counts. "
-Winston Churchill

**NOTICE OF FILING APPLICATION
FOR COLORADO MINED LAND RECLAMATION PERMIT
FOR SPECIAL OPERATIONS (111) MINING OPERATION**

**NOTICE TO THE KIOWA COUNTY CONSERVATION
DISTRICT**

A&S Construction Co. has applied for a Special Operations (111) Reclamation permit from the Colorado Mined Land Reclamation Board (the "Board") to conduct the extraction of construction materials in Kiowa County. The attached information is being provided to notify you of the location and nature of the proposed operation. The entire application is on file with the Division of Reclamation, Mining, and Safety (the "Division") and the local county clerk or recorder.

The applicant/operator proposes to reclaim the affected land to rangeland. Pursuant to Section 34-32.5-116(4)(m), the Board may confer with the local Board of County Commissioners before approving of the post-mining land use. Accordingly, the Board would appreciate your comments on the proposed operation. Please note that, in order to preserve your right to a hearing before the Board on this application, you must submit written comments on the application within five (5) working days after application was filed with the Division.

If you would like to discuss the proposed post-mining land use, or any other issue regarding this application, please contact the Division of Reclamation, Mining, and Safety, 1313 Sherman Street, Room 215, Denver, Colorado 80203, (303) 866-3567.


CERTIFICATION

The Applicant, A&S Construction Co. (print applicant/company name),
by John P. Ary (print representative's name), as President (print
representative's title), does hereby certify that Southeast Colorado Power Association (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 Kiowa County Pit (operation name),
File Number M-2023_008.

*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

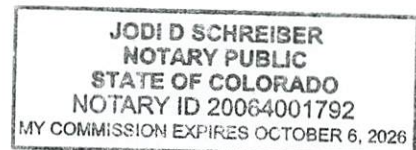
ACKNOWLEDGED BY:

Applicant A&S Construction Co. Representative Name 
Date 3/23/23 Title President

STATE OF Colorado)
) ss.
COUNTY OF Pueblo)

The foregoing was acknowledged before me this 23 day of March, 2023, by
John P. Ary as President of A&S Construction Co.

 My Commission Expires: 10/06/26
Notary Public





Package
US Airbill

FedEx
Tracking
Number

8180 2600 1581

Form
ID No.

0215

Sender's Copy

1 From Please print and press hard.

Date 3/23/23 Sender's FedEx Account Number SENDER'S FEDEX ACCOUNT NUMBER ONLY

Sender's Name Jodi Schreiber Phone (719) 275-3264

Company FREMONT PAVING & READY MIX

Address 839 MACKENZIE AVE Dept./Floor/Suite/Room _____

City CANON CITY State CO ZIP 81212-9323

2 Your Internal Billing Reference

First 24 characters will appear on invoice.

OPTIONAL

3 To

Recipient's Name _____ Phone () _____

Company CenturyLink

Address 402 E. main st. #279 Hold Weekday
FedEx location address
REQUIRED, NOT available for
FedEx First Overnight. ☐

We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room _____

Address _____ Hold Saturday
FedEx location address
REQUIRED, Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations. ☐

Use this line for the HOLD location address or for continuation of your shipping address.

City Florence State CO ZIP 81224

0140175345

4 Express Package Service

*To most locations.

Packages up to 150 lbs.

For packages over 150 lbs., use the
FedEx Express Freight US Airbill.

Next Business Day

- ☐ FedEx First Overnight
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☐ FedEx Priority Overnight
Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☒ FedEx Standard Overnight
Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- ☐ FedEx 2Day A.M.
Second business morning.* Saturday Delivery NOT available.
- ☐ FedEx 2Day
Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☐ FedEx Express Saver
Third business day.* Saturday Delivery NOT available.

5 Packaging *Declared value limit \$500.

- ☒ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options

Fees may apply. See the FedEx Service Guide.

- ☐ Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.
- ☐ No Signature Required
Package may be left without obtaining a signature for delivery.
- ☒ Direct Signature
Someone at recipient's address may sign for delivery.
- ☐ Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?

One box must be checked.

- ☒ No ☐ Yes
As per attached Shipper's Declaration.
- ☐ Yes
Shipper's Declaration not required.
- ☐ Dry Ice
Dry ice, 9, UN 1845 _____ x _____ kg
- ☐ Cargo Aircraft Only

7 Payment Bill to:

- Sender ☒ Recipient ☐ Third Party
- Enter FedEx Acct. No. below

This airbill can be used only when billing to a FedEx account number. For cash, check, or credit card transactions, please go to a staffed shipping location.

FedEx Acct. No.

Total Packages Total Weight Total Declared Value!

Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

Rev. Date 4/22 • Part #163134 • ©1994-2022 FedEx • PRINTED IN U.S.A.

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.



Ship it. Track it. Pay for it. All online.
Go to fedex.com.

611

Terms and Conditions Summary

For the current FedEx Service Guide, which contains the complete Terms and Conditions, go to fedex.com.

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available at fedex.com or at a FedEx location. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill

You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition. All shipments originating in the U.S. and paid for with cash, check, debit or credit card must be tendered at a staffed shipping location, and will be charged FedEx Retail Rates.

Limitations On Our Liability And Liabilities Not Assumed

- Unless a higher value is declared and paid for, our liability for each package is limited to US\$100. You may pay an additional charge for each additional US\$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

• We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The maximum declared value allowed for a FedEx Envelope or FedEx Pak shipment is US\$500.
- For other shipments, the maximum declared value allowed is US\$50,000 per package, unless your package contains items of extraordinary value, in which case the maximum declared value allowed is US\$1,000 per package.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the US\$500, US\$1,000, or US\$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to US\$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING or online at fedex.com and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a FedEx C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.



March 23, 2023

**CenturyLink
402 E Main Street #279
Florence, CO 81226**

To Whom It May Concern:

Please see enclosed a structure agreement for a telephone line that I believe is a CenturyLink structure. A&S Construction Co. has submitted a permit to the Colorado Division of Reclamation, Mining and Safety to mine a parcel of land south of the telephone line noted in the map enclosed. As a requirement, we must try to contact the structure owner and complete the structure agreement in this package. If you would review and sign and return to me at your earliest convenience, it would be greatly appreciated.

Please feel free to contact me with any questions regarding this request

Thank you,

**Jodi Schreiber
719-529-0916
jodi@arycorp.com**

ARY CORPORATION

**A&S Construction Co.
Fremont Paving and Redi-Mix, Inc.
Ary Brothers Trucking, Inc.
All-Rite Paving & Redi-Mix, Inc.
Hard Rock Paving and Redi-Mix, Inc.**

**839 Mackenzie Ave.
Cañon City, CO 81212
719.275.3264**

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

Structure Agreement

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

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

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

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

Telephone Line

1. _____
2. _____
3. _____
4. _____
5. _____

(Please list additional structures on a separate page)

CERTIFICATION

The Applicant, A&S Construction Co. (print applicant/company name),
by John P. Ary (print representative's name), as President (print
representative's title), does hereby certify that CenturyLink (structure owner) shall
be compensated for any damage from the proposed mining operation to the above listed structure(s)
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation
Permit Application for Kiowa County Pit (operation name),
File Number M-2023_008.

*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

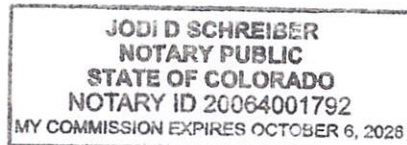
ACKNOWLEDGED BY:

Applicant A&S Construction Co. Representative Name [Signature]
Date 3/23/23 Title President

STATE OF Colorado)
) ss.
COUNTY OF Pueblo)

The foregoing was acknowledged before me this 23 day of March, 2023, by
John P. Ary as President of A&S Construction Co.

[Signature] My Commission Expires: 10/6/24
Notary Public



NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner _____ Name _____

Date _____ Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20____, by
_____ as _____ of _____.

_____ My Commission Expires: _____
Notary Public



Package
US Airbill

FedEx
Tracking
Number

8180 2600 1618

MUR 1

Form
ID No.

0215

Sender's Copy

1 From Please print and press hard.

Date 3/23/23 Sender's FedEx Account Number SENDER'S FEDEX ACCOUNT NUMBER ONLY
Sender's Name Jodi Schreiber Phone (719) 275-3264
Company FREMONT PAVING & READY MIX
Address 839 MACKENZIE AVE Dept./Floor/Suite/Room
City CANON CITY State CO ZIP 81212-9323

2 Your Internal Billing Reference

First 24 characters will appear on invoice.

OPTIONAL

3 To

Recipient's Name _____ Phone () _____
Company Lumen Technologies
Address 931 14th Street Hold Weekday
We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room REQUIRED, NOT available for
FedEx First Overnight.
Address _____ Hold Saturday
Use this line for the HOLD location address or for continuation of your shipping address. REQUIRED, Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.
City Denver State CO ZIP 80202

0140175345

4 Express Package Service

*To most locations.

Packages up to 150 lbs.

For packages over 150 lbs., use the
FedEx Express Freight US Airbill.

Next Business Day

- ☐ FedEx First Overnight
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☐ FedEx Priority Overnight
Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☒ FedEx Standard Overnight
Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- ☐ FedEx 2Day A.M.
Second business morning.* Saturday Delivery NOT available.
- ☐ FedEx 2Day
Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☐ FedEx Express Saver
Third business day.* Saturday Delivery NOT available.

5 Packaging

*Declared value limit \$500.

- ☒ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options

Fees may apply. See the FedEx Service Guide.

- ☐ Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.
- ☐ No Signature Required
Package may be left without obtaining a signature for delivery.
- ☒ Direct Signature
Someone at recipient's address may sign for delivery.
- ☐ Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?

One box must be checked.

- ☒ No ☐ Yes
As per associated Shipper's Declaration. ☐ Yes
Shipper's Declaration not required.
- ☐ Dry Ice
Dry Ice, 9, UN 1845 _____ x _____ kg
- ☐ Cargo Aircraft Only

7 Payment Bill to:

This airbill can be used only when billing to a FedEx account number. For cash, check, or credit card transactions, please go to a staffed shipping location.

- Sender ☒ Recipient ☐ Third Party
FedEx Acct. No. _____ Enter FedEx Acct. No. below

Total Packages 1 Total Weight _____ lbs. Total Declared Value† \$ _____ .00

†Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

Rev. Date 4/22 • Part #163134 • ©1994-2022 FedEx • PRINTED IN U.S.A.

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.



Ship it. Track it. Pay for it. All online.
Go to fedex.com.

611

Terms and Conditions Summary

For the current FedEx Service Guide, which contains the complete Terms and Conditions, go to fedex.com.

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available at fedex.com or at a FedEx location. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill

You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition. All shipments originating in the U.S. and paid for with cash, check, debit or credit card must be tendered at a staffed shipping location, and will be charged FedEx Retail Rates.

Limitations On Our Liability And Liabilities Not Assumed

- Unless a higher value is declared and paid for, our liability for each package is limited to US\$100. You may pay an additional charge for each additional US\$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

- We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The maximum declared value allowed for a FedEx Envelope or FedEx Pak shipment is US\$500.
- For other shipments, the maximum declared value allowed is US\$50,000 per package, unless your package contains items of extraordinary value, in which case the maximum declared value allowed is US\$1,000 per package.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the US\$500, US\$1,000, or US\$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to US\$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING or online at fedex.com and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a FedEx C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.



March 23, 2023

Lumen Technologies
936 14th Street
Denver, CO 80202

To Whom It May Concern:

Please see enclosed a structure agreement for a fiber optic line that I believe is a Lumen Technologies structure. A&S Construction Co. has submitted a permit to the Colorado Division of Reclamation, Mining and Safety to mine a parcel of land south of the fiber optic line noted in the map enclosed. As a requirement, we must try to contact the structure owner and complete the structure agreement in this package. If you would review and sign and return to me at your earliest convenience, it would be greatly appreciated.

Please feel free to contact me with any questions regarding this request

Thank you,

Jodi Schreiber
719-529-0916
jodi@arycorp.com

ARY CORPORATION

A&S Construction Co.
Fremont Paving and Redi-Mix, Inc.
Ary Brothers Trucking, Inc.
All-Rite Paving & Redi-Mix, Inc.
Hard Rock Paving and Redi-Mix, Inc.

839 Mackenzie Ave.
Cañon City, CO 81212
719.275.3264

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

Structure Agreement

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

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

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

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

Fiber Optic Line

1. _____
2. _____
3. _____
4. _____
5. _____

(Please list additional structures on a separate page)

CERTIFICATION

The Applicant, A&S Construction Co. (print applicant/company name),
by John P. Ary (print representative's name), as President (print
representative's title), does hereby certify that Lumen Technologies (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 Kiowa County Pit (operation name),
File Number M-2023_008.

*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

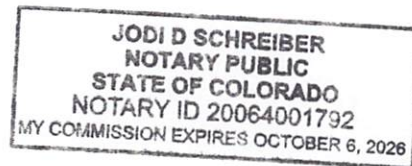
ACKNOWLEDGED BY:

Applicant A&S Construction Co. Representative Name [Signature]
Date 3/23/23 Title President

STATE OF Colorado)
) ss.
COUNTY OF Pueblo)

The foregoing was acknowledged before me this 23 day of March, 2023, by
John P. Ary as President of A&S Construction Co.

[Signature] My Commission Expires: 10/6/26
Notary Public



NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner _____ Name _____

Date _____ Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 20____, by
_____ as _____ of _____.

Notary Public My Commission Expires: _____



Package
US Airbill

FedEx
Tracking
Number

8180 2600 1592

1 From Please print and press hard.

Date 3/23/23 Sender's FedEx Account Number 2421-0280-7

Sender's Name Jedi Schreiber Phone (719) 275-3264

Company FREMONT PAVING & READY MIX

Address 839 MACKENZIE AVE

Dept./Floor/Suite/Room

City CANON CITY State CO ZIP 81212-9323

2 Your Internal Billing Reference

First 24 characters will appear on invoice.

OPTIONAL

3 To Recipient's Name Sara Stevenson-Bunn Phone ()

Company Colorado Drms

Address 1001 E. 1st Ave.

We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City Denver State CO ZIP 80216

0140175345



Ship it. Track it. Pay for it. All online.
Go to fedex.com.

Form ID No. 0215

Sender's Copy

4 Express Package Service *To most locations.

Packages up to 150 lbs.
For packages over 150 lbs., use the
FedEx Express Freight US Airbill.

Next Business Day

☐ FedEx First Overnight
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

☐ FedEx Priority Overnight
Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

☒ FedEx Standard Overnight
Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

☐ FedEx 2Day A.M.
Second business morning.* Saturday Delivery NOT available.

☐ FedEx 2Day
Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.

☐ FedEx Express Saver
Third business day.* Saturday Delivery NOT available.

5 Packaging *Declared value limit \$500.

☒ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

☐ Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☒ No Signature Required
Package may be left without obtaining a signature for delivery.

☐ Direct Signature
Someone at recipient's address may sign for delivery.

☐ Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?

One box must be checked.

☒ No ☐ Yes
As per associated Shipper's Declaration. ☐ Yes Shipper's Declaration not required.

☐ Dry Ice
Dry Ice, 9, UN 1845 x kg

Restrictions apply for dangerous goods—see the current FedEx Service Guide.

☐ Cargo Aircraft Only

7 Payment Bill to:

Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party

FedEx Acct. No.

Total Packages 1 Total Weight lbs. \$.00 Total Declared Value*

This airbill can be used only when billing to a FedEx account number. For cash, check, or credit card transactions, please go to a staffed shipping location.

*Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

Rev. Date 4/22 - Part #163134 - ©1994-2022 FedEx • PRINTED IN U.S.A.

611

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

Terms and Conditions Summary

For the current FedEx Service Guide, which contains the complete Terms and Conditions, go to fedex.com.

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available at fedex.com or at a FedEx location. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition. All shipments originating in the U.S. and paid for with cash, check, debit or credit card must be tendered at a staffed shipping location, and will be charged FedEx Retail Rates.

Limitations On Our Liability And Liabilities Not Assumed

- Unless a higher value is declared and paid for, our liability for each package is limited to US\$100. You may pay an additional charge for each additional US\$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

• We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The maximum declared value allowed for a FedEx Envelope or FedEx Pak shipment is US\$500.
- For other shipments, the maximum declared value allowed is US\$50,000 per package, unless your package contains items of extraordinary value, in which case the maximum declared value allowed is US\$1,000 per package.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the US\$500, US\$1,000, or US\$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to US\$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING or online at fedex.com and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a FedEx C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.



March 23, 2023

**Colorado Division of Reclamation, Mining and Safety
Attn: Sara Stevenson-Benn
1001 E. 62nd Ave.
Denver, CO 80216**

RE: A&S Construction Co. Kiowa County Gravel Pit M2023-008

Ms. Stevenson-Benn:

Please see enclosed the updated Affidavit of Authority to Execute Financial Warranty Documents for A&S Construction Co.

Thank you,

**Jodi Schreiber
719-529-0916
jodi@arycorp.com**

ARY CORPORATION

**A&S Construction Co.
Fremont Paving and Redi-Mix, Inc.
Ary Brothers Trucking, Inc.
All-Rite Paving & Redi-Mix, Inc.
Hard Rock Paving and Redi-Mix, Inc.**

**839 Mackenzie Ave.
Cañon City, CO 81212
719.275.3264**

Affidavit of Authority to Execute Financial Warranty Documents

Before me this day, the undersigned Nick Phillips [name of authorized person], in his/her capacity as Secretary/Treasurer [title of authorized person] ("Affiant"), personally appeared and, being first duly sworn upon oath said:

1. This affidavit is being executed and submitted on behalf of AJS Construction Co. [name of business organization], a(n) Corporation [legal form of business organization, e.g., corporation, partnership, limited liability company, etc.], in good standing in the State of Colorado (the "Company").
2. It is in the interest of the Company to execute certain financial warranty documents associated with file number M2023-008 (DRMS file number), which are required by the Colorado Mined Land Reclamation Board and Division of Reclamation Mining and Safety pursuant to Colorado law ("Financial Warranty Documents").
3. Affiant is duly authorized to sign such Financial Warranty Documents on behalf of the Company and to bind the Company to the same.
4. Affiant is not prohibited or limited by the Company's governing documents or by any applicable law from executing the Financial Warranty Documents.
5. Affiant will inform the Division of Reclamation Mining and Safety within thirty (30) days in the event that his/her authorization to execute Financial Warranty Documents on the Company's behalf is terminated.

Further, Affiant sayeth not.

Nick Phillips
Affiant's Name
[Signature]
Signature

STATE OF Colorado)
) ss.:
COUNTY OF Fremont)

The foregoing instrument was acknowledged before me this 22nd day of March, 2023,
by Nick Phillips as Secretary/Treasurer of AJS Construction Co.

Notary Public Jodi D. Schreiber
My Commission Expires 10/06/2026

