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**Incompleteness Notice, SO-1, Timnath Pit, M1989-056**

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**BENNETT, Timothy (SIMON - Corporate)** <tim.bennett@simonteam.com>  
To: Patrick Lennberg <patrick.lennberg@state.co.us>  
Cc: "HAVENS, Rodney (SIMON - Corporate)" <rhavens@simonteam.com>

Tue, May 30, 2023 at 2:07 PM

In response to the incompleteness notice, The attached are being mailed today.

1. A Certificate of Incumbency
2. Affidavit of Authority
3. Corrected Permit List
4. 3 structures agreements (list below)
5. A copy of the deed for the pit
  - a. Additionally, a document on the status of 'Lot 1 Ascent Charter School' is attached. We are asking that the documentation be accepted in lieu of 'Legal Right of Entry'. The reasoning for doing so is in the document.

Structure Agreements for the following are attached:

- Poudre Valley Rural Electric Association, Inc.
- South Fort Collins Sanitation District
- Fort Collins Loveland Water District

Thank you,



**Timothy Bennett**

**Risk Management Analyst**

**Office** 307.772.3248

**Mobile** 307.630.2173

[tim.bennett@simonteam.com](mailto:tim.bennett@simonteam.com)

**Corporate Office**

6215 Clear Creek Pkwy

Cheyenne, WY 82007

<https://simonteam.com/>

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**From:** Lennberg - DNR, Patrick <patrick.lennberg@state.co.us>  
**Sent:** Tuesday, March 28, 2023 4:57 AM  
**To:** HAVENS, Rodney (SIMON - Corporate) <rhavens@simonteam.com>  
**Cc:** BENNETT, Timothy (SIMON - Corporate) <tim.bennett@simonteam.com>

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**8 attachments**

 **Certificate of Incumbency.pdf**  
393K

 **Affidavit of Authority.pdf**  
583K

 **Permit List.pdf**  
653K

 **Deed.pdf**  
164K

 **Fort Collins Loveland Water District.pdf**  
164K

 **South Fort Collins Sanitation District.pdf**  
680K

 **(5) Poudre Valley Rural Electric Association, Inc.pdf**  
976K



**Lot 1 Ascent Charter School.docx**

21K

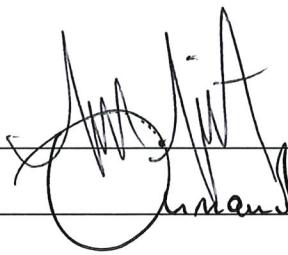
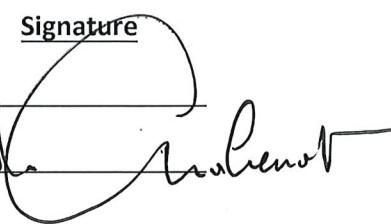
Permit No. M-1989-056

### Certificate of Incumbency

(List of Authorized Representatives – for the Principal/Operator/Guarantor)

Entity Name: McAtee Construction Company

As an authorized Officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Trevor Tipotsch	President	
Arnaud Chabenat	VP and CFO	

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer, on this 23 day of May, 20 23.

By:   
(Signature of Authorized Officer)

Name: Sunny Eckman  
(Name of Authorized Officer)

Title: Corporate Secretary  
(Title of authorized officer)

**Affidavit of Authority to Execute Financial Warranty Documents**

Before me this day, the undersigned Trevor Tipotsch [name of authorized person], in his/her capacity as President [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 McAtee Construction Company [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 M-1989-056 (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.

Trevor Tipotsch

Affiant's Name

Signature

STATE OF Wyoming )  
 ) ss.:  
COUNTY OF Laramie )

The foregoing instrument was acknowledged before me this 23rd day of May, 2023,  
by Trevor Tipotsch as President of McAtee Construction Company.

Notary Public

My Commission Expires

Jeanette Zimmerman  
6/20/2023



Other Reclamation Permits held by Prospective Successor (if applicable):

M-1976-056    Riverside Pit (Logan County Colorado)

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M-1986-147    Harley Pit #1 (Logan County Colorado)

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M-1995-030    Green Bros Pit No 2 (Morgan County Colorado)

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M-2007-013    Bollish Pit #2 (Logan County Colorado)

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### **DESIGNATION OF REVIEW TIMELINE**

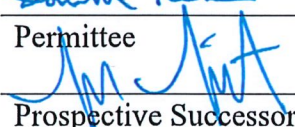
As explained above, the Permittee and Prospective Successor may waive their right to receive a decision on an Application within 30 days in order to allow the Division to calculate the required Financial Warranty before issuing its decision. Permittee and Prospective Successor must initial one of the following two options to designate their choice. If Permittee and Prospective Successor cannot agree, the Division will render its decision within 30 days.

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Prospective Successor

I have reviewed the information provided in this Application Packet, as well as the applicable Act and Rules. Having been fully informed, I wish to WAIVE MY RIGHT TO A DECISION ON MY APPLICATION WITHIN 30 DAYS.

  
\_\_\_\_\_  
Permittee

  
\_\_\_\_\_  
Prospective Successor

I have reviewed the information provided in this Application Packet, as well as the applicable Act and Rules. Having been fully informed, I wish to MAINTAIN MY RIGHT TO A DECISION ON MY APPLICATION WITHIN 30 DAYS.

The Prospective Successor must provide an adequate Financial Warranty or *conditional* replacement Financial Warranty, consistent with the designation above. Hard Rock and Construction Materials Rule 4.3 describes the various acceptable types of Financial Warranties. Each Financial Warranty must be submitted on the Board's approved forms (available online at <http://mining.state.co.us/Mineral%20Forms.htm>).

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

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## **Structure Agreement**

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

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

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

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

1. Electrical Utilities as constructed on Work Order #30673 and/or utilities constructed or maintained as part of the same easement
2. Electrical Utilities as constructed on Work Order #170322 and/or utilities constructed or maintained as part of the same easement
3. Electrical Utilities as constructed on Work Order #211030 and/or utilities constructed or maintained as part of the same easement
4. Electrical Utilities as constructed on Work Order #211167 and/or utilities constructed or maintained as part of the same easement
5. Electrical Utilities not otherwise described and within 200ft of the SW1/4 of S11 T6N R68W and N1/2 of NW1/4 of S14T6NR68W and NW1/4 of NW1/4 of S14 T6N R68W of the 6th Principal Meridian

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



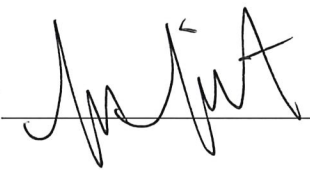
**CERTIFICATION**

The Applicant, McAtee Construction Company (print applicant/company name),  
by Trevor Tipotsch (print representative's name), as President (print  
representative's title), does hereby certify that Poudre Valley Rural Electric Association, Inc. (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 Timnath Pit (operation name),  
File Number M-1989-056.

*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 McAtee Construction Company Representative Name   
Date 3-21-2023 Title President

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Laramie )

The foregoing was acknowledged before me this 21st day of March, 2023, by  
Trevor Tipotsch as President of McAtee construction company

 My Commission Expires: 6/1/2023  
Notary Public

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner POUDRE VALLEY REA Name JOHN BOWERFIND

Date 4/6/2023 Title VP, COO

STATE OF Colorado )  
 ) ss.

COUNTY OF Larimer )

The foregoing was acknowledged before me this 6 day of April, 2023, by  
John Bowerfind as VP, COO of Poudre Valley REA.

Cassandra Hayes My Commission Expires: May 29, 2024  
Notary Public

CASSANDRA MARIE HAYES NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20204018925 MY COMMISSION EXPIRES MAY 29, 2024
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APR 03 2023

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

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## Structure Agreement

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

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

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

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

1. Underground facilities in Section 14 within 200ft of the SW1/4 of S11 T6N R68W and N1/2 of NW1/4 of S14 T6N R68W and NW1/4 of NW1/4 of S14 T6N R68W of the 6th Principal Meridian
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

APR 03 2023

CERTIFICATION

The Applicant, McAtee Construction Company (print applicant/company name),  
by Trevor Tipotsch (print representative's name), as President (print  
representative's title), does hereby certify that South Fort Collins Sanitation District (structure owner) shall  
be compensated for any damage from the proposed mining operation to the above listed structure(s)  
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation  
Permit Application for Timnath Pit (operation name),  
File Number M-1989-056.

*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 McAtee Construction Company Representative Name [Signature]  
Date 3-21-2023 Title President

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Laramie )

The foregoing was acknowledged before me this 21st day of March, 2023, by  
Trevor Tipotsch as President of McAtee construction company

Jeannette Zimmerman My Commission Expires: 6/20/2023  
Notary Public



NOTARY FOR STRUCTURE OWNER

APR 03 2023

ACKNOWLEDGED BY:

Structure Owner South Fort Collins Sanitation District Name Eric Bailey

Date 4-21-2023 Title District Manager

STATE OF Colorado )

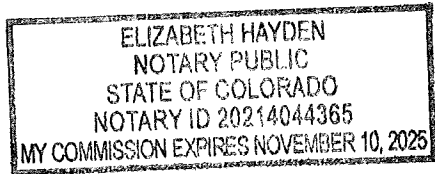
COUNTY OF Larimer ) ss.

The foregoing was acknowledged before me this 21<sup>st</sup> day of April, 2023, by  
Eric Bailey as District Manager of South Fort Collins Sanitation District



Notary Public

My Commission Expires: November 10, 2025



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

\*\*\*\*\*

## Structure Agreement

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

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

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

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

1. Underground facilities in Sections 11 and 14 within 200ft of the SW1/4 of S11  
T6N R68W and N1/2 of NW1/4 of S14 T6N R68W and NW1/4 of NW1/4 of S14  
T6N R68W of the 6th Principal Meridian
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

**CERTIFICATION**

The Applicant, McAtee Construction Company (print applicant/company name),  
by Trevor Tipotsch (print representative's name), as President (print  
representative's title), does hereby certify that Fort Collins-Loveland Water District (structure owner) shall  
be compensated for any damage from the proposed mining operation to the above listed structure(s)  
located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation  
Permit Application for Timnath Pit (operation name),  
File Number M-1989-056.

*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 McAtee Construction Company Representative Name [Signature]  
Date 3-21-2023 Title President

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Laramie )

The foregoing was acknowledged before me this 21st day of March, 2023, by  
Trevor Tipotsch as President of McAtee construction company

[Signature] My Commission Expires: 6/20/2023  
Notary Public





**NOTARY FOR STRUCTURE OWNER**

ACKNOWLEDGED BY:

Structure Owner Sandra Brathie Name Sandra Brathie

Date May 10, 2023 Title District Engineer

STATE OF Colorado )  
 ) ss.

COUNTY OF LaPlatte )

The foregoing was acknowledged before me this 10<sup>th</sup> day of May, 2023, by  
Sandra Brathie as District Engineer of 7C&WD

Gail Elaine Perkins My Commission Expires: February 21, 2027  
Notary Public

GAIL ELAINE PERKINS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194007001  
MY COMMISSION EXPIRES FEBRUARY 21, 2027

WHEN RECORDED RETURN TO:  
McAtee Construction Company  
220 Edwards St., P.O. Box 1908  
Sterling, Colorado 80751  
Attention: President

**SPECIAL WARRANTY DEED**

This SPECIAL WARRANTY DEED is made as of this 15th day of December, 2022, by DON KEHN CONSTRUCTION, INC., a Colorado corporation, the "Grantor", whose mailing address is 5900 S. County Road 5, Fort Collins, Colorado 80528, to and in favor of McAtee Construction Company, a Colorado corporation, the "Grantee", whose mailing address is 220 Edwards St., P.O. Box 1908, Sterling, Colorado 80751.

WITNESSETH, that Grantor, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are acknowledged, hereby sells and conveys to Grantee, the following real property in the County of Larimer, State of Colorado, to wit:

See legal description in Exhibit A.

TOGETHER, with all hereditaments and appurtenances, and warrants the title to the same against all persons claiming by, under or through Grantor, subject to the Permitted Exceptions contained on Exhibit B attached hereto and incorporated herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor hereby executes this Special Warranty Deed in favor of Grantee as of the date first above written.

**GRANTOR:**

DON KEHN CONSTRUCTION, INC., a Colorado corporation

By: Donald Mark Kehn  
Name: Donald Mark Kehn  
Title: President

STATE OF Colorado )  
 ) SS.  
COUNTY OF Denver )

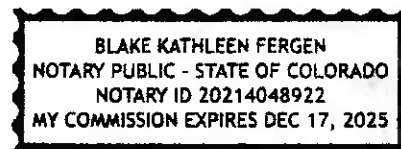
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2022 by Don Kehn, as Grantor President of DON KEHN CONSTRUCTION, INC., a Colorado corporation.

In witness hereof, I hereunto set my hand and official seal.

Blake Kathleen Fergen  
(Notary's official signature)

[Notarial Seal]

Dec. 17, 2025  
(Commission Expiration)



**EXHIBIT A**

**LEGAL DESCRIPTION**

**Parcel A:**

The Southwest Quarter of Section 11, Township 6 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado,

**AND**

The Northeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 14, Township 6 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado,

Except those portions conveyed in Deed recorded July 2, 2002 at Reception No. 2002070305,

Also excepting therefrom that portion conveyed in Deed recorded January 8, 2013 at Reception No. 20130002253,

Further excepting therefrom those portions conveyed in Special Warranty Deed recorded June 12, 2020 at Reception No. 20200041916.

**Parcel B:**

Lot 2, ASCENT CHARTER SCHOOL M.L.D. NO. 20-LAND4040, County of Larimer, State of Colorado.

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2022 and subsequent years, a lien not yet due and payable.
2. Right of way of granted to the North Poudre Irrigation Company as described in Deed recorded March 31, 1902 in Book 151 at Page 244 (affects the SW 1/4 of Section 11).
3. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way as granted to WYCO Pipe Line Company recorded March 10, 1947 in Book 830 at Page 268.
4. An easement for communication systems and incidental purposes granted to American Telephone and Telegraph Company, as set forth in an instrument recorded March 29, 1968 in Book 1382 at Page 390.
5. An easement for communication systems and incidental purposes granted to American Telephone and Telegraph Company, as set forth in an instrument recorded April 12, 1968 in Book 1383 at Page 278.
6. Oil and Gas Lease recorded May 5, 1971 in Book 1460 at Page 656, and any and all assignments thereof or interests therein.
7. Oil and Gas Lease recorded October 26, 1981 in Book 2138 at Page 1198, and any and all assignments thereof or interests therein.
8. Reservation of a One-Half interest in oil, gas and other minerals as reserved in Warranty Deed recorded February 1, 1984 in Book 2257 at Page 526, and any and all assignments thereof or interests therein.
9. Notice Pursuant to C.R.S. § 9-1.5-103(1) (1981) Concerning Underground Facilities of Poudre Valley Rural Electric Association, Inc. recorded in Book 2298 at Page 1414, and in instruments recorded April 1, 1988 at Reception Nos. 88014427 and 88014428.
10. Reservation of a One-Half interest in oil, gas and other minerals as reserved in Warranty Deed recorded February 4, 1985 at Reception No. 855805, and any and all assignments thereof or interests therein.
11. Restrictions as set forth in Warranty Deed recorded February 4, 1985 at Reception No. 855805.
12. Oil and Gas Lease recorded August 17, 1990 at Reception No. 90036773, and any and all assignments thereof or interests therein.
13. Special Review Findings and Resolution Concerning the Petition of Timnath Pit recorded March 12, 1993 at Reception No. 93015482, and Findings and Resolution Approving the Reinstatement of the Timnath Pit Special Review recorded July 3, 1997 at Reception No. 97042969, and recorded February 26, 1998 at Reception No. 98014568.
14. An easement for underground electric line or system and incidental purposes granted to Poudre Valley Rural Electric Association, Inc., as set forth in an instrument recorded December 29, 1997 at Reception No. 97087070.



15. An easement for telecommunication facilities and incidental purposes granted to U S West Communications, as set forth in an instrument recorded October 14, 1998 at Reception No. 98089463.
16. Mineral rights as conveyed by Treasurer's Deed recorded March 25, 1999 at Reception No. 99025164, and corrected by instrument recorded April 16, 1999 at Reception No. 99032423, and any and all assignments thereof or interests therein.
17. Mineral rights as conveyed by Treasurer's Deed recorded March 25, 1999 at Reception No. 99025165, and corrected by instrument recorded April 16, 1999 at Reception No. 99032424, and any and all assignments thereof or interests therein.
18. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Northern Colorado Water Conservancy District, as evidenced by instrument recorded September 30, 2010 at Reception No. 20100058874.
19. Oil and Gas Leases recorded March 6, 2012 at Reception No. 20120014855 and at Reception No. 20120014861, and any and all assignments thereof or interests therein.
20. Reservation of a One-Half interest in oil, gas and other minerals as reserved in QuitClaim Deed recorded March 21, 2012 at Reception No. 20120018694, and any and all assignments thereof or interests therein.
21. Reservation of a One-Half interest in oil, gas and other minerals as reserved in QuitClaim Deed recorded March 21, 2012 at Reception No. 20120018695, and any and all assignments thereof or interests therein.
22. Reservation of a One-Half interest in oil, gas and other minerals as reserved in QuitClaim Deed recorded March 21, 2012 at Reception No. 20120018696, and any and all assignments thereof or interests therein.
23. Oil and Gas Leases recorded May 3, 2012 at Reception Nos. 20120029168, 20120029169 and 20120029170, and any and all assignments thereof or interests therein.
24. Oil and Gas Leases recorded May 29, 2012 at Reception No. 20120034899, 20120034900 and 20120034901, and any and all assignments thereof or interests therein.
25. Reservation of a One-Half interest in oil, gas and other minerals as reserved in QuitClaim Deed recorded June 24, 2013 at Reception No. 20130047798, and any and all assignments thereof or interests therein.
26. Oil and Gas Lease recorded April 4, 2014 at Reception No. 20140016653, and any and all assignments thereof or interests therein.
27. Request for Notification of Application for Development recorded July 12, 2016 at Reception No. 20160044648, and Amended Request for Notification of Application for Development recorded September 23, 2016 at Reception No. 20160064176.
28. Oil and Gas Leases recorded February 27, 2017 at Reception No. 20170012992, and recorded March 21, 2017 at Reception Nos. 20170018346, 20170018402, 20170018403 and 20170018405, and any and all assignments thereof or interests therein.
29. Oil and Gas Lease recorded March 27, 2017 at Reception No. 20170019705, and any and all assignments thereof or interests therein.

30. An easement for underground electric line or system and incidental purposes granted to Poudre Valley Rural Electric Association, Inc., as set forth in an instrument recorded April 28, 2017 at Reception No. 20170027424.
31. Mineral rights as conveyed by Mineral Royalty Deed recorded May 7, 2018 at Reception No. 20180026596, and any and all assignments thereof or interests therein.
32. Findings of Fact, Conclusions of Law, Ruling of the Referee and Decree of the Water Court recorded January 24, 2019 at Reception No. 20190003920, and recorded June 25, 2019 at Reception No. 20190034977.
33. Mineral rights as conveyed by Quit Claim Deed recorded February 12, 2019 at Reception No. 20190007192, and any and all assignments thereof or interests therein.
34. Findings and Resolution Approving the Ascent Charter School Minor Land Division recorded December 16, 2020 at Reception No. 20200106495.
35. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of ASCENT CHARTER SCHOOL M.L.D. NO. 20-LAND4040, recorded February 9, 2021 at Reception No. 20210014281.
36. An easement for underground electric line or system and incidental purposes granted to Poudre Valley Rural Electric Association, Inc., as set forth in an instrument recorded May 20, 2021 at Reception No. 20210050071.
37. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Storm Water Drainage and Temporary Construction Easement Agreement recorded June 10, 2021 at Reception No. 20210056961.
38. An easement for underground electric line or system and incidental purposes granted to Poudre Valley Rural Electric Association, Inc., as set forth in an instrument recorded September 9, 2021 at Reception No. 20210084658.
39. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/NSPS Land Title Survey dated August 30, 2022, prepared by Adam E. Deschler for and on behalf of AVI Engineering Planning Surveying, as Job Number 0493:
  - a) fences are not coincident with the property lines
  - b) ingress and egress, if any, evidenced by the existence of several gates in the fencing along the property lines
  - c) encroachment of the Irrigation structure/headgates over the westerly property line
  - d) easement and right of way for the river(s) traversing the land

All right, title or claim or any character by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed of the Boxelder Ditch and Cache La Poudre River, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.

All right, title or claim of any character by the United States, state, local government, or upper, lower and abutting riparian, or other water rights owners, to the use and uninterrupted flow of the water of Boxelder Ditch and Cache La Poudre River.

The consequence of any past or future change in the location of the bed of Boxelder Ditch and Cache La Poudre River, including the possibility of erosion, avulsion and accretion.

Rights, if any, of the property owners abutting the Unnamed Ponds or adjoining streams or water in and to the waters of the lake and in and to bed thereof.

Boating and fishing rights of property owners abutting the lake or the stream of water leading thereto or therefrom.

Navigational servitudes and all other rights, titles, and powers of the United States, the state, local government and the public over said lake, its bed, and its shore lands extending to the ordinary high water line thereof.

The consequence of any change in the location of the lake which forms a boundary line of the land, including any determination that some portion of the land has been included within Unnamed Ponds lake.

Regarding the following:

Lot 1 Ascent Charter School

Lot 2 Ascent Charter School

There is one structure and related obligation crossing the two parcels. A stormwater culvert and agreement for Lot 2 to receive stormwater from Lot 1.

Lot 1 is owned by GRHH Performance Fort Collins LLC and Performance Charter School Fort Collins LLC. It is leased by Ascent Classical Academies.

McAtee Construction Company acquired Lot 2 as part of the rest of Timnath Pit on Dec 15<sup>th</sup>, 2022. Lot 1 was already sold to its present owners at that time. McAtee construction does not have a legal right of entry to Lot 1. To our knowledge, the prior operator also did not retain legal right of entry when it sold Lot 1.

McAtee Construction Company sees no need for right of entry for Lot 1 for three reasons:

- No mining activity occurred on the land that is now Lot 1.
- The approved reclamation plan shows the area as a 'development lot'
- It was fully developed by its present owners after their purchase of it.

McAtee Construction Company commits to amending the permit to remove Lot 1 from the permit area following transfer of the permit. We have opened communication with both the owners and lessee of Lot 1 to assure them of our commitment in this regard.