

FW: WILDCAT MINING CORPORATION-SUNRISE LLC "IDAHO MINE AGREEMENT BREACH" AND "FAILURE TO RECLAIM IDAHO MINING CLAIMS PURSUANT TO APPROVED CDRMS PERMIT"

External

Inbox

**Barbara L. Nielsen**

Wed, Sep 27, 7:02 PM (16 hours ago)

to me, jnielsen, Barbara

Dustin,

As I understand George's objection, Wildcat is asking that Sunrise repair the road into the Idaho as part of a required reclamation under the Sunrise Mining permit, but he is referring to a section of the License to Enter Agreement he terminated with Sunrise in 2021 which states that any damage caused to the property by the Licensee should be restored to the same condition.

Here is our reply:

- Mr. Robinson cancelled the water permits on the Idaho and the Mayday in 2018.
- Sunrise has been working together with SGM of Durango and Jacob Dyste of CDPHE to identify and implement a permit suited to the Sunrise operations on the Mayday property only.
- Mr. Robinson cancelled the License in 2021 to allow Sunrise to enter the Idaho property that he refers to in his claim. See attachment.
- The road he is referring to collapsed in the heavy snows of the winter of 2022-23.
- Sunrise and Wildcat do not have a road easement agreement for any property access between either of the two properties
- The road access to which Mr. Robinson is referring is on property owned by Mayday.

We will wait to hear from you on our next step. As you are aware, the removal of the Idaho is important for maintaining the CDPHE water permit and the ability to work on the Mayday property this fall and next year.

Thank you,

Jack and Barbara Nielsen



George M.L. Robinson-President

9.27.2023

Jack Nielsen
Barbara Nielsen
Sara Glinatsis
1220 Toluca Ave
Alliance, NE
69310
Jnielsen@diamondhillfarms.com

CORRESPONDENCE SENT BY E-MAIL.

RE: WILDCAT MINING CORPORATION-IDAHO MINE

SUNRISE LLC

**RECLAMATION NOT COMPLETED INCORDANCE WITH
COLORADO DIVISION OF RECLAMTION MINING AND SAFETY
APPROVED RECLAMATION PLAN**

SUNRISE LLC

**BREACH OF IDAHO MINE ACCESS AGREEMENT
DATED JANUARY 11, 2017**

Dear Mr. and Mrs. Jack and Barbara Nielsen,

Sunrise LLC owner of the May Day mine and permit holder of the Mayday Idaho Mine permit M-1981-185 failed to comply with the May Day Mine permit approved reclamation plan. Sunrise made a commitment to retain the Idaho Mine access road in a condition to be used for future land uses. The access road recently used by Sunrise Mining from Idaho's mine entrance to the Idaho Mine warehouse to obtain is **NOT** useable for Wildcat Mining Corporation's (WMC) future land uses.

As pointed out in Wildcat Mining Corporation reclamation and bond release objection letter, Sunrise LLC has **not complied** with CDRMS reclamation requirements.

In addition, WMC owner of the Idaho Mine claims entered into an access agreement with Sunrise LLC owner of the May Day mine claims whereby Sunrise LLC is to perform site maintenance, exploration,

Wildcat Mining Corporation
3926 North State Hwy 67
Sedalia, Colorado, 80135
Phone: 303.832.7664



George M.L. Robinson-President

regulatory compliance and temporary storage of site equipment pursuant to Colorado Division of Reclamation Mining and Safety (CDRMS) May Day Idaho Mine permit M-1981-185. Sunrise LLC, as the mining permittee owner of the May Day Idaho bond is obligated to maintain mine reclamation bonds until compliance is documented.

Sunrise LLC and WMC entered into an agreement on January 11, 2017, whereby Sunrise LLC would be authorized to perform water sampling and reclamation activities on WMC's Idaho property in accordance with a signed notarized agreement (See Attachment A). Specific sections from the agreement follows:

RE: IDAHO MINE LICENSE FOR MINING SITE MAINTENANCE, EXPLORATION, REGULATORY COMPLIANCE, AND TEMPORARY STORAGE OF SITE EQUIPMENT

Agreement signed by

**Sara A. Glinatsis-Sunrise Mining, LLC -Manager-January 11, 2017
George M.L. Robinson-Wildcat Mining Corporation-President
January 11, 2017 (Attachment A)**

"On September 23, 2021, Wildcat Mining Corporation informed Sunrise Mining, LLC and La Plata Land Company that the access agreement entered on January 11, 2017, is terminated pursuant to the 2017 agreement. It is understood Sunrise Mining, LLC and La Plata Land Company will provide Wildcat Mining Corporation at least 72 hour notice and a signed visitor's agreement for site access to the Idaho Mine Site. Wildcat Mining Corporation, Idaho Mine Patented claims are summarized in the January 11, 2021, agreement. (See Attachment B)

The signed and notarized agreement states:

- 1. "Grant of License. Licensors hereby grants to Licensee and persons, consultants, and/or contractors authorized by Licensee (collectively, "Authorized Parties") a non-exclusive license to access the May Day Mine Property for purposes of site maintenance, exploration, regulatory compliance, and temporary storage of site equipment The access license shall be over and across the real property owned by Licensors and located in La Plata County, Colorado, more particularly described in Exhibit A attached hereto ("Property").**
- 2. "Termination. This Agreement and the license granted hereunder shall continue until this agreement is terminated pursuant to this paragraph 2. Licensors may terminate this Agreement at any time on two (2) years written notice to Licensee of such termination. Immediately following any termination of this Agreement, Licensee shall vacate the Property and remove any and all equipment of Licensee or any Authorized Parties that is located on the Property."**
- 3. "No Interference. Licensee shall not interfere with Licensors's use of use of Licensors's Property during the term of this Agreement."**

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Sedalia, Colorado, 80135
Phone: 303.832.7664



George M.L. Robinson-President

Agreement commitment states

6. "Repair and Restoration. Licensee covenants and agrees that it shall promptly repair any damage, injury or destruction to any portion of Property that may be caused by or result from Licensee's use of the Property, and Licensee shall restore the Property to substantially the same condition as existed prior to any such damage, injury or destruction."

Sunrise LLC. under the signed agreement conducted water sampling and site maintenance activities between January 11, 2017, through January 11, 2023. . During WMC Mining October 2022 site visit, WMC's personnel and business associates identified WMC road leading from the May Day claims is damaged and not useable to support future land uses.

Wildcat Mining Corporation is requesting the Idaho Mine access road be restored to pursuant to CDRMS reclamation and the signed WMC agreement ***"Licensee shall restore the Property to substantially the same condition as existed prior to any such damage, injury or destruction.."***

The access road to the Idaho property needing repair or replaced is identified in Figure 1.

Future Idaho mine claims site access is to be conducted pursuant to a signed Wildcat Mining Corporation agreement.

Regards

George Robinson

George M.L. Robinson
President

George M.L. Robinson
Wildcat Mining Corporation -Idaho Mine
3926 North State Highway
Sedalia, Colorado 80135
georgerobinson@r2incorporated.com

Attachments

- IDAHO MINE LICENSE FOR MINING SITE MAINTENANCE, EXPLORATION, REGULATORY COMPLIANCE, AND TEMPORARY STORAGE OF SITE EQUIPMENT
- ACCESS AGREEMENT
- FIGURE 1 -IDAHO AERIAL PHOTO-ROAD REPAIR LOCATION

Copy: Dustin Czaplá- CDRMS-Grand Junction, Colorado

Wildcat Mining Corporation
3926 North State Hwy 67
Sedalia, Colorado, 80135
Phone: 303.832.7664

ATTACHMENT A

LICENSE FOR MINING SITE MAINTENANCE, EXPLORATION, REGULATORY COMPLIANCE, AND TEMPORARY STORAGE OF SITE EQUIPMENT

This license for mining site maintenance, exploration, regulatory compliance, and temporary storage of site equipment ("**Agreement**" or "**License**") is made and entered into as of _____ ("**Effective Date**"), by and among Wildcat Mining Corporation, a Nevada corporation ("**Licensor**"), and Sunrise Mining, LLC, a Colorado Limited Liability Company (the "**Licensee**").

AGREEMENT

1. Grant of License. Licensor hereby grants to Licensee and persons, consultants, and/or contractors authorized by Licensee (collectively, "Authorized Parties") a non-exclusive license to access the May Day Mine Property for purposes of site maintenance, exploration, regulatory compliance, and temporary storage of site equipment. The access license shall be over and across the real property owned by Licensor and located in La Plata County, Colorado, more particularly described in **Exhibit A** attached hereto ("Property").
2. Termination. This Agreement and the license granted hereunder shall continue until this agreement is terminated pursuant to this paragraph 2. Licensor may terminate this Agreement at any time on two (2) years written notice to Licensee of such termination. Immediately following any termination of this Agreement, Licensee shall vacate the Property and remove any and all equipment of Licensee or any Authorized Parties that is located on the Property.
3. No Interference. Licensee shall not interfere with Licensor's use of Licensor's Property during the term of this Agreement.
4. No Mechanics' Liens. Except as otherwise provided in this Agreement, nothing contained herein shall authorize Licensee, or any person or entity acting through, with, or on behalf of Licensee, to subject Licensor's Property, or any portion thereof, to mechanics' liens. If any such mechanics' lien shall be filed against Licensor's Property, Licensee shall, at its expense, cause the mechanics' lien to be discharged. In the event that such mechanics' lien is not discharged within twenty (20) days after receipt of written notice of the mechanics' lien, then Licensor may, at its option, and at the reasonable expense of Licensee, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Licensor deems reasonably necessary to defend Licensor's Property from and against such mechanics' lien.
5. Damage to Person or Property. Licensor and Licensee agree to indemnify and hold each other harmless from and against any and all liability, damage, cost or expense, including, without limitation, reasonable attorneys' fees, which may be incurred by or asserted against the other party as a result of the negligence or willful misconduct of the indemnifying party and/or any person using the Property by or under such indemnifying party, in performing any work on the Property pursuant to this Agreement or arising out of accidents occurring on any part of Property other than as a result of the negligent act or omission or willful misconduct of the indemnified party or those persons using the Property by or under such indemnified party.

6. Repair and Restoration. Licensee covenants and agrees that it shall promptly repair any damage, injury or destruction to any portion of Property that may be caused by or result from Licensee's use of the Property, and Licensee shall restore the Property to substantially the same condition as existed prior to any such damage, injury or destruction.

7. Acts or Omissions of Others. Licensors, its employees or agents, or any of them, shall not be responsible or liable to Licensee or to Licensee's guests, invitees, agents or any other person or entity for any loss or damage that may be caused by the acts or omissions of other tenants, occupants, their guests or invitees, occupying any other part of the Property or by persons who are trespassers on or in the Property.

8. Successors and Assigns. The terms, covenants, and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Licensors and the successors and assigns for heirs, legal representatives or assigns or Licensee. If the Property is sold or transferred, voluntarily or involuntarily, Licensors' obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner.

9. General Provisions.

(a) Severability. Should any of the provisions of this Agreement to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

(b) Entire Agreement. This Agreement embodies the entire understanding and agreement among the parties relative to the matters contained herein, and supersedes all prior negotiations, understandings or agreements in regard thereto, whether written or oral.

(c) Amendment; Revocation. This Agreement may be amended only by written instrument executed by Licensors and Licensee, but shall be revocable in the sole discretion of Licensors.

(d) Survival. All covenants and agreements of Licensee shall survive the termination of this Agreement for a period of one (1) year.

(e) Recordation. This Agreement may be recorded in the real estate records of La Plata County, Colorado.

(f) Further Acts. Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement

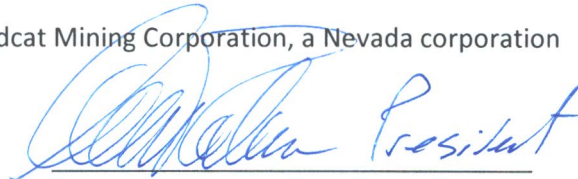
(g) No Public Dedication. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general.

(h) Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument

THIS AGREEMENT is executed as of the date and year first above written.

LICENSOR:

Wildcat Mining Corporation, a Nevada corporation


By:  President

Name/Title: George M.L. Robinson, President

STATE OF Colorado)

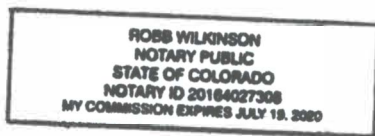
) ss.


COUNTY OF Jefferson)

The foregoing was acknowledged before me this 11th day of January, 2016, by George Robinson, as President of Wildcat Mining Corporation 

Witness my hand and official seal.

My commission expires: July 19th, 2020

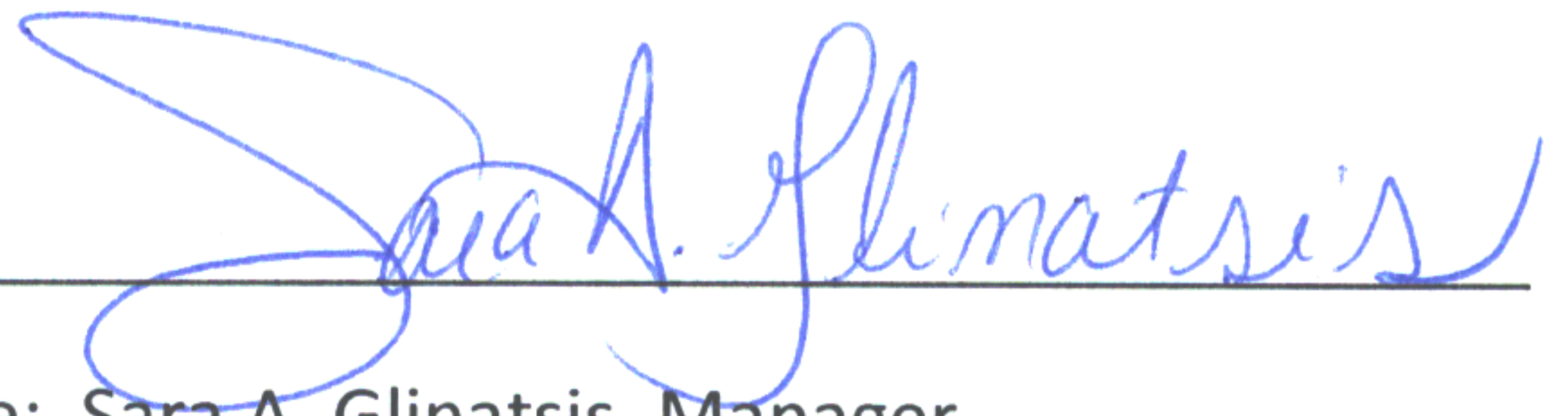




Notary Public

LICENSEE:

Sunrise Mining, LLC, a Colorado limited liability company

By: 
Name/Title: Sara A. Glinatsis, Manager

STATE OF Colorado)

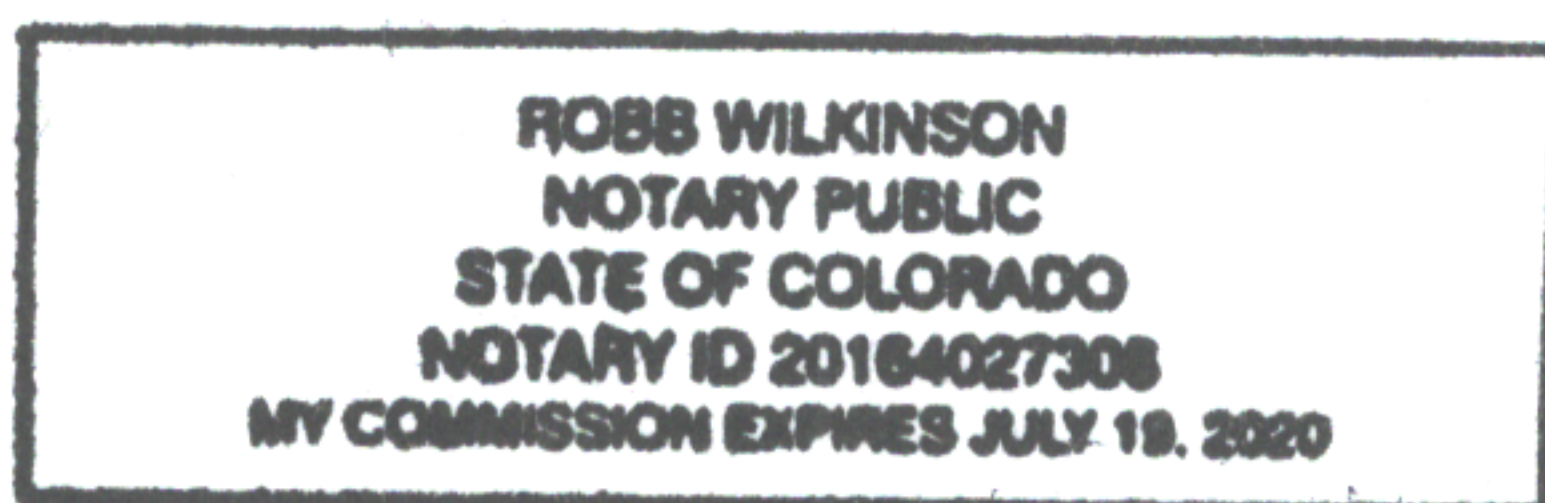
) ss.

COUNTY OF Jefferson)

The foregoing was acknowledged before me this 11th day of January, ^{RW}~~2016~~ 2017,
by Sara Glinatsis, as Manager of
Sunrise Mining LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: July 19th, 2020



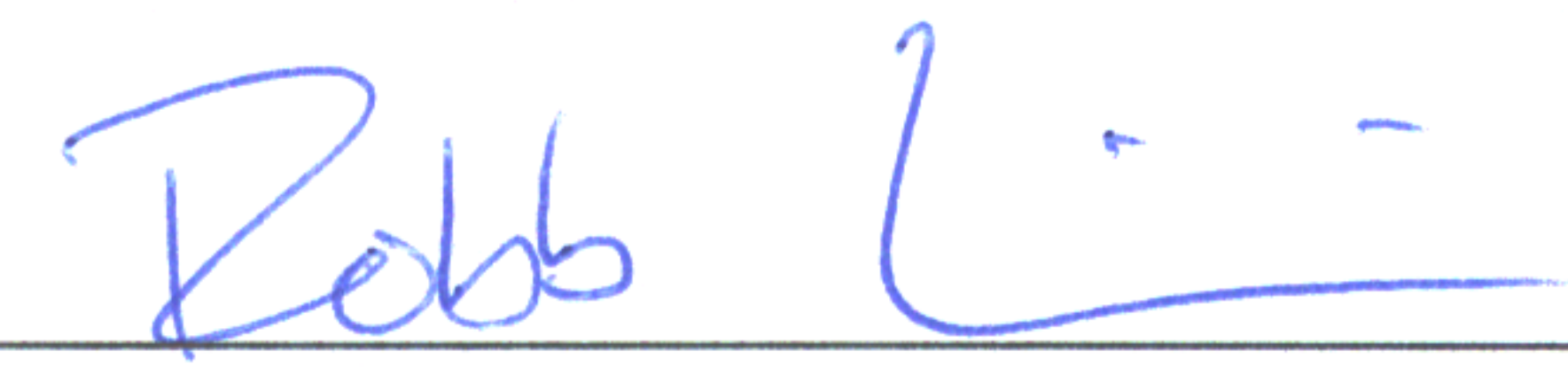

Notary Public

Exhibit A

Description of the Land and Mining Claims

All of the following described lode mining claims situate, lying and being in the California Mining District, La Plata County, Colorado to wit:

<u>NAME OF CLAIM (Patented Lode)</u>	PATENT U.S. SURVEY NUMBER
IDAHO MILLSITE	18320
IDAHO MILLSITE NO. 1	18321
IDAHO MILLSITE NO. 2	18321
ALPINE	18321
LORD KITCHENER	17108
HARTFORD	17108
GERTRUDE	16616
GOOD HOPE	17124
SUNRISE	17124
CATHRYN	16616
MIDNIGHT	19646
HELEN	19515
MIDNIGHT NO. 2	19646
PAY DAY	19516 "A"
PAY DAY MILLSITE	19516 "B"

ATTACHMENT B



George M.L. Robinson –President
3926 North State Highway 67
Sedalia, Colorado 80135
303.832.7664

10.22.2021

Mr. John Nielsen
1220 Toluca Ave
Alliance, Nebraska, 68301

**RE: IDAHO MINE LICENSE FOR MINING SITE MAINTENANCE, EXPLORATION,
REGULATORY COMPLIANCE, AND TEMPORARY STORAGE OF SITE EQUIPMENT**

Agreement signed by Sara A. Glinatis-Sunrise Mining, LLC -Manager -January 11, 2017

George M.L. Robinson-Wildcat Mining Corporation-President- January 11, 2017

Dear Mr. Niesen

On September 23, 2021 Wildcat Mining Corporation informed Sunrise Mining, LLC and La Plata Land Company that the access agreement entered on January 11, 2017 is terminated pursuant to the 2017 agreement. It is understood Sunrise Mining, LLC and La Plata Land Company will provide Wildcat Mining Corporation at least 72 hour notice and a signed visitor's agreement for site access to the Idaho Mine Site. Wildcat Mining Corporation, Idaho Mine Patented claims are summarized in the January 11, 2017 agreement.

Sincerely

A handwritten signature in black ink, appearing to read "George M.L. Robinson", written over a circular stamp or seal.

George M.L. Robinson
Wildcat Mining Corporation
President

May Day Idaho Mine Complex
3926 North State Highway 67
Sedalia, Colorado 80135
Phone: 303-832-7664 |



THIS Termination Notice is executed as of the date and year written above.

Wildcat Mining Corporation, a Nevada corporation

By: [Signature]
Name/Title: George M.L. Robinson, President

STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing was acknowledged before me this 22 day of October, 2021, by George Robinson

Witness my hand and official seal.

My commission expires: 5/13/25

[Signature]
Notary Public

ABBEY SAVANNAH FLYNN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214018924
MY COMMISSION EXPIRES 05/13/2025

7010 1670 0002 1752 2438

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Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$4.33

Sent To: *Jack N. Isen*
 Street Apt. No.: *1220 Taluca Ave*
 or PO Box No.: *Alliance NE 68301*
 City, State, Zip+4: *Alliance NE 68301*

PS Form 3800, August 2006 See Reverse for Instructions

Postmark: *10/22/2021*
 0318 12



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 4195 DOUGLAS AVE
 SEDALIA, CO 80135-8001
 (800)275-8777

12:40 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.58
Alliance, NE 69301 Weight: 0 lb 0.50 oz Estimated Delivery Date Mon 10/25/2021			
Certified Mail®			\$3.75
Tracking #: 70101670000217522438			\$4.33
Total			\$4.33
Grand Total:			\$5.00
Cash			-\$0.67
Change			

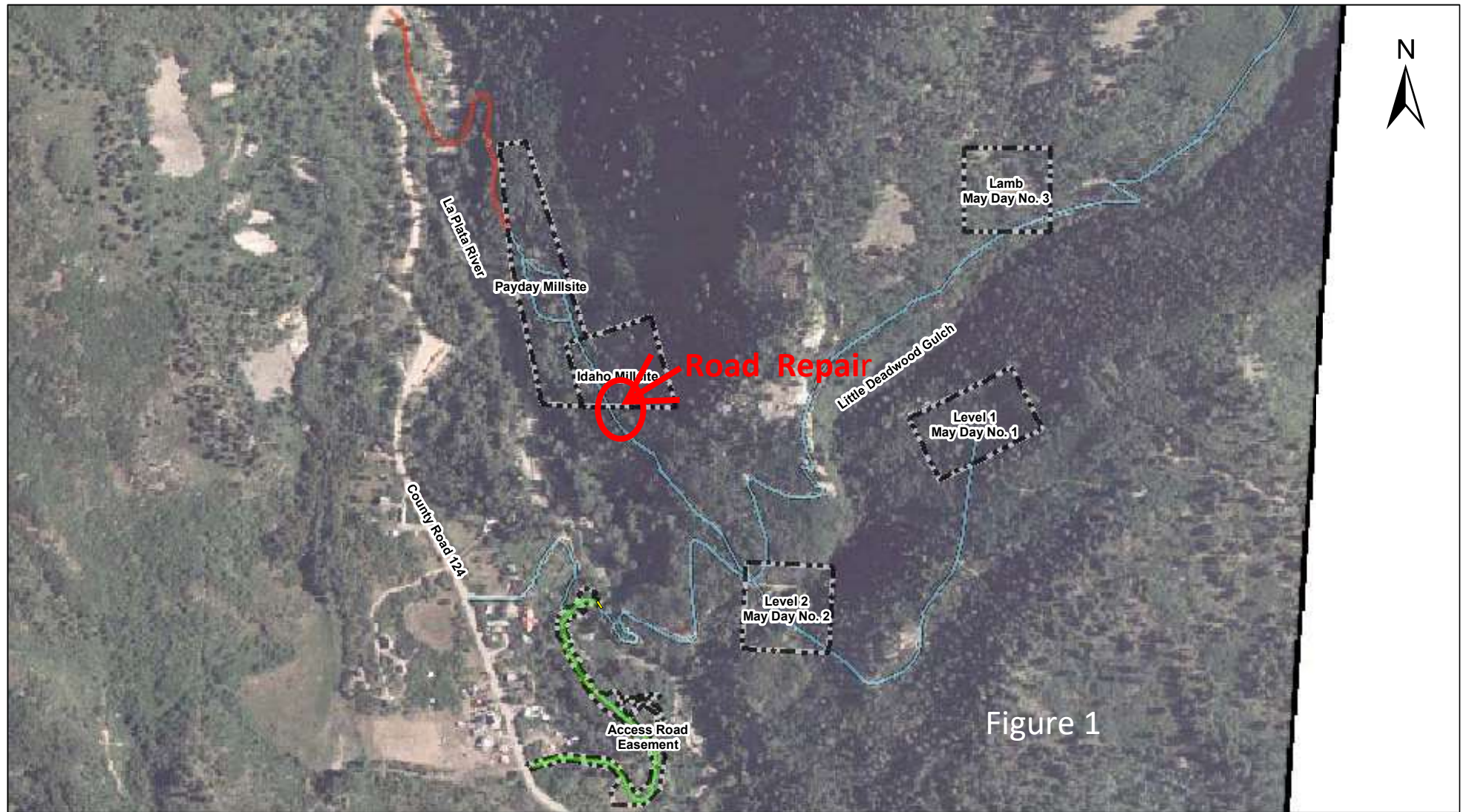
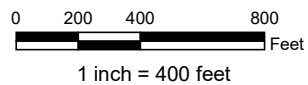


Figure 1

Legend

-  North Access Road
-  Temporary Access Road
-  Existing Access Road
-  Claim Area
-  Bridge (Wildcat Mining Owned)



R Squared Incorporated
Environmental and
Engineering Services

DRAWN
HPP

JOB NUMBER
060-001

Idaho Mine and Mill Site
La Plata County, CO

APPROVED
XXXX

CREATION DATE
06/22/2010

REVISED DATE
XX/XX/XXXX

FIGURE
X-XX



George M.L. Robinson –President
3926 North State Highway 67
Sedalia, Colorado 80135
303.832.7664

10.22.2021

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1220 Toluca Ave
Alliance, Nebraska, 68301

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Sincerely,

A handwritten signature in blue ink, appearing to read "George M.L. Robinson", written over a faint, circular stamp.

George M.L. Robinson
Wildcat Mining Corporation
President

May Day Idaho Mine Complex
3926 North State Highway 67
Sedalia, Colorado 80135
Phone: 303-832-7664 |



THIS Termination Notice is executed as of the date and year written above.

Wildcat Mining Corporation, a Nevada corporation

By: [Signature]
Name/Title: George M.L. Robinson, President

STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing was acknowledged before me this 22 day of October, 2021, by George Robinson

Witness my hand and official seal.

My commission expires: 5/13/25

[Signature]
Notary Public

