

STATE OF  
COLORADO

Cazier - DNR, Tim &lt;tim.cazier@state.co.us&gt;

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**FW: Pike View Minerals Contract Authorized**

1 message

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**Titterington, Amy -FS** <amy.j.titterington@usda.gov>  
To: "Cazier - DNR, Tim" <tim.cazier@state.co.us>

Tue, Nov 8, 2022 at 11:10 AM

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**From:** Bauer, Carl -FS, COLORADO SPRINGS, CO <carl.bauer@usda.gov>  
**Sent:** Monday, November 7, 2022 8:35 AM  
**To:** Jerald Schnabel <jerald\_schnabel@castleaggregate.com>; Henry, Harold <Harold.Henry@stantec.com>  
**Cc:** Carmon, Danielle - FS <Danielle.Carmon@usda.gov>; Titterington, Amy -FS <amy.j.titterington@usda.gov>  
**Subject:** Pike View Minerals Contract

Hello Jerry, as we discussed Friday, here is the signed minerals contract and associated documents. I appreciate your patience.

Thanks -CRB



**Carl R. Bauer**  
**District Ranger**

**Pikes Peak Ranger District**

**Pike-San Isabel National Forests**

**Cimarron & Comanche Nat Grasslands**

**o: 719-477-4202**

**c: 719-557-9668**

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[carl.bauer@usda.gov](mailto:carl.bauer@usda.gov)

601 S. Weber St.

Colorado Springs, CO 80903

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**5 attachments****20221003\_ACHTransactionDetail\_PikeviewPAID.PDF**  
9K**20221107\_FS\_Pikeview\_ContractAuthorized.pdf**  
236K**ExhibitA\_MitigationMeasures\_Pikeview.pdf**  
196K**Pikeview\_NegotiatedSaleContract2022\_Signed\_lohr.pdf**  
341K**20220728\_Pikeview\_SIR\_FINALsigned.pdf**  
1606K

## ACH - Transaction Detail

Label	Value	Label	Value
Transaction Amount:	\$364,980.00	Account Holder Name:	CASTLE CONCRETE CORPORATION
Collection Status:	Settled	Email Address:	Jerald_Schnabel@castleaggregate.com
Transaction Type:	ACHDebit	Routing Number:	072413971
Transaction Date:	09/30/2022 11:52 AM ET	Bank Account:	*****9355
Payment Date:	10/03/2022 12:00 AM ET	Account Type:	BusinessChecking
Effective Date:	10/03/2022 12:00 AM ET	Street Address:	
Pay.gov Tracking ID:	271SJHNG	City:	
Agency Tracking ID:	76299265105	State/Province:	
Agency:	USDANFS	Zip/Postal Code:	
Application:	FS Bill Payments	Country:	
Payment Frequency:	OneTime	Tax Identification Number:	
Payment:	1 of 1	Date of Birth:	
Deposit Ticket:	003818		
Debit Voucher:			
Return Reason Code:			
Reject Reason Code:			
Username:	Public		
Agency Memo:			

### Custom Collection Fields

Label	Value
Reference Type:	BM021209AC002
Reference ID:	BM021209AC002



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**File Code:** 2850  
**Date:** November 7, 2022

Mr. Jerry Schnabel  
Castle Aggregates  
549 E. Cucharas Street  
Colorado Springs, CO 80903

Dear Mr. Schnabel,

I am writing in regard to your Pikeview Reclamation Plan (RP) (#2850-021209-RP-2022-001). This RP is for reclamation work on the Pikes Peak Ranger District of the Pike – San Isabel National Forests & Cimarron and Comanche National Grasslands (PSICC).

In my August 4, 2022, letter to you, I informed you that PSICC Forest and Grassland Supervisor Diana Trujillo had signed the Supplementary Information Report (SIR) on July 28, 2022 and instructed you on the final three steps necessary for contract authorization.

1) Sign and return the contract (FS-2800-9).

On September 20, 2022, I received your signed contract (FS-2800-9). Thank you.

2) Reclamation Financial Assurance.

In accordance with 36 CFR 228.51, you are required to post a Reclamation Bond. The Reclamation Bond is a guarantee of faithful performance with the terms and conditions listed in the RP and SIR. The Reclamation Bond also extends to and can include any unauthorized activities conducted in connection with this operation. The bond amount may also be adjusted during the term of the reclamation plan in response to changes in the operations or to changes in the economy.

In the State of Colorado, there is a Memorandum of Understanding (MOU) between the Forest Service and the State of Colorado, Division of Reclamation, Mining, and Safety (DRMS), with the purpose to provide for the most efficient use of each agency's resources and reduce duplicative requirements where feasible while still meeting the legal requirement of each agency.

On March 5, 2020, DRMS calculated a reclamation bond that was posted on December 9, 2021, in the amount of \$13,389,784.00. This bond included the following tasks on National Forest System (NFS) lands:

- Revegetation of 32.18 acres of NFS lands (excluding trees and mulch).
- Application of erosion control blankets and mulch (where necessary).
- Planting of trees.
- Watering of trees.
- Placing topsoil from North Stockpile.



3) Bill for Collection of Material

On October 4, 2022, I received your confirmation that your bill has been paid. Thank you.

The Rocky Mountain Regional Forester has conditionally authorized your Pikeview Reclamation Plan with his signature on page 4 (attached). Operations are authorized to begin on November 7, 2022, and are authorized for 1 year, with completion of all activities including reclamation by December 31, 2023.

Please be aware, this approval does not constitute permission to conduct activities that require other agency permits. You are responsible for obtaining all other necessary permits prior to operation. Furthermore, approval of this operating plan in no way authorizes, or in any way permits, a release or threat of a release of hazardous substances or pollutants into the environment that will require a response action or result in the incurrence of response costs.

All designs, monitoring plans, and analyses required by the RP are subject to the requirement of 36 CFR 228, Subpart C that mining operations be conducted so as, where feasible, to minimize adverse environmental impacts on National Forest surface resources. The operator's compliance with this requirement in no way insulates or releases them from any liability or obligations that may arise with respect to its operations under any applicable environmental law, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601 et seq. The United States reserves its rights and claims under CERCLA to seek performance of response actions and/or reimbursement of response costs that may be incurred as a result of any release or threat of a release of a hazardous substance from the project, or any ancillary operation for the mining activity.

If you have any questions and/or need clarification regarding the above information, please contact Geologist Amy Titterington at the South Park Ranger District office, by phone at 719-838-0699, and/or by email at [amy.j.titterington@usda.gov](mailto:amy.j.titterington@usda.gov).

Sincerely,

CARL BAUER  
District Ranger

Enclosures:

- 1) Pikeview Supplementary Information Report
- 2) Exhibit A – Pikeview Mitigation Measures
- 3) FS-2800-9 Signed Pikeview Contract
- 4) Bill For Collection of Material (PAID)

cc: DRMS - Tim Cazier; Stantec - Harold Henry

## **Mitigation Measures for the Pikeview Reclamation Plan**

### **November 2022**

## **MITIGATION MEASURES**

Forest Service wildlife biologist, botanist, hydrologist, archaeologist, and geologist have reviewed the proposed project. Measures necessary to protect threatened or endangered species, Region 2 sensitive species, their habitat, or potential habitat from the effects of the proposed management actions are addressed through the development of project design criteria. Design criteria are intended to minimize the project's effects to the environment. The FS has created the following design criteria that will be required of the Operator to be incorporated into the final Reclamation Plan prior to approval. Specific mitigation measures include:

### **Administration and General Site Requirements**

1. The operator will establish a reclamation bond or acceptable surety as a guarantee of faithful performance with the terms and conditions identified in the reclamation requirements (36 CFR 228.51). Bond calculations will be based on local and Davis-Bacon wage and equipment rates. Bonds will be updated as necessary throughout the life of the project to reflect the actual cost of reclamation.
2. The bond for this operation must be posted prior to commencing any exploration activities. The amount of bond would be calculated to ensure full reclamation and revegetation of areas disturbed by the exploration activity.
3. The Operator shall arrange for the FS to inspect any mining-related equipment, prior to it entering NFS lands at the beginning of each operational period, in order to prevent the spread of noxious weeds and their seeds.
4. In the event previously unidentified cultural or paleontological materials are discovered during project implementation, all work will cease until a qualified archaeologist is contacted and the need for further investigation and consultation determined.
5. Operations may be suspended and/or changed if the FS administrator determines that they are not compliant with this decision, the approved Plan, applicable laws or regulations, or that resource conditions have changed. Operations may resume after compliance items have been resolved between the Forest Service, the Operator, and appropriate regulatory agencies.
6. The operator is required to be consistent with El Paso County building and sanitation code requirements, with CDRMS permitting requirements, and with the Colorado Department of Public Health and Environment requirements.

These requirements include, but are not limited to state water rights permit, state water discharge permit, county conditional use permit and all necessary building permits. These conditions are included in the approved Operating Plan. If the operator does not comply with these conditions, he/she will be in noncompliance with the USFS regulations and appropriate action would be taken at that time.

7. Upon completion of the project, a partial bond can be refunded withholding funds for re-vegetation, monitoring, and portions of indirect costs for a minimum of three (3) years pending attainment of acceptable ground cover as determined by the Authorized Officer.

8. If the design or location of this project changes in ways that differ from the approved OP, the project work will stop, and the PSICC Geologist will be notified immediately. The new information will be evaluated prior to the recommencement of work, which may require additional analyses under the National Environmental Policy Act (NEPA).
9. The operator will contact the FS prior to the start of operations, during operations if operating conditions or requirements deviate from those analyzed, and once operations have been completed, to schedule a visit to the site as a final inspection of the operations.
10. All project-related materials and trash must be removed from the site after project completion.
11. This plan has been **approved for a period of 1 year, or until December 31, 2023.**

#### **Access**

12. Access routes will be confined to the existing non-system road unless otherwise approved by the Forest Service Minerals Specialist. These routes will be decommissioned during final reclamation.
13. The Operator shall not perform any maintenance on Forest Service system routes without prior approval.

#### **Noxious Weeds**

14. Apply Forest Service approved native seed mix for reclamation practices.
15. Protocols for noxious weed management should include the monitoring and treatment of noxious weeds every year during the life of the mine. Treatment should occur along roads and access roads to reduce the threat of inadvertent distribution.
16. As a standard operating procedure, the Operator should treat noxious weed occurrences as soon as they are identified, and cooperate with the Forest Service to inventory, monitor, and control noxious weeds/undesirable plants within areas of disturbance until release of all bond monies.
17. Establish effective ground cover on disturbed sites to prevent accelerated on-site soil loss. Restore ground cover using certified native plants as practicable to meet revegetation requirements. Avoid persistent or invasive exotic plants.
18. To further minimize the spread of noxious weeds and their seeds, equipment should be washed thoroughly, especially the undercarriage, to eliminate undesirable or noxious weed seeds potentially carried from previous jobs. Washing should occur at the closest facility available, prior to entry onto NFS lands.
19. At the end of the mine life during the mine reclamation period, revegetated areas should be monitored for the presence of plants on the Colorado State Noxious Weed list for a period of five years. A and B list species from the Colorado State Noxious Weed list (Appendix A) will be eradicated prior to bond release.

#### **Timber/ Vegetation**

20. Minimal vegetation clearing will occur. When clearing vegetation, straight clearing limits are voided; a natural appearance is maintained. Natural features such as large boulders, rock outcrops, and significant vegetation will remain intact, unless otherwise approved by the Pikes Peak District

Ranger.

21. Topsoil will be removed and stockpiled on site for use in reclamation.
22. To the best ability of the Operator, reclaim site to pre-disturbance conditions as listed in the reclamation plan and bond. If at any time deleterious effects occur to multiple trees or larger swathes of existing vegetation, please contact Silviculture / Timber management for further consultation.

### **Water Quality/ Soils**

23. Avoid, minimize, or mitigate adverse effects to soil, water quality, and riparian resources caused by physical and chemical pollutants during excavation activities.
24. Monitor restored ground to ensure no rills or gullies are forming and that no invasive plant species are present.
25. Install contour berms and trenches around vehicle service and refueling areas, chemical storage and use areas, and waste dumps to fully contain spills. Use liners as needed to prevent seepage to groundwater.
26. Use certified local native plants as available; avoid persistent or invasive exotic species. Stabilize stockpiles in non-use periods to prevent wind and water erosion.
27. Reclaim and stabilize facilities, disturbed areas, surface water diversion structures, and transport and storage areas before the end of seasonal shutdown so that they will function as designed to prevent adverse impacts to surface water from erosion and sedimentation.
28. The Pikeview Quarry Reclamation Plan, prepared by Stantec March 2022, states terracing may be used as erosion control practices for stormwater runoff. Terracing is not a preferred method for erosion control practices. Recontouring to a more natural state is recommended. Slope gradients should match topography up and downslope of disturbed areas and allow for vegetation to reestablish in mosaic and contiguous patterns. Terracing will create disconnected and intermittent slopes un conducive for vegetation to reestablish.
29. Back-fill and re-contour disturbed areas to the original contour, where practicable, or to an acceptable post-mining contour that blends with the surrounding topography to re-establish surface and subsurface hydrologic pathways to the extent practicable.
30. Report spills and take appropriate clean-up actions in accordance with applicable state and federal laws, rules and regulations. Contaminated soil and other material shall be removed from NFS lands and disposed of in a manner according to state and federal laws, rules, and regulations.
31. Clearly delineate the geographic limits of the area to be cleared.
32. Conduct extraction activities in such a manner as to minimize the potential for slope failures, limit slope steepness and length, limit disturbed areas to those actively used for extraction, retain existing vegetation as long as possible, and allow for progressive reclamation of the site where practicable.
33. The operator will ensure that all employees involved in the use, storage, transportation, and disposal of hazardous materials receive proper training to reduce the risk of an incident on NFS lands.
34. The operator will manage the use, storage, discharge, or disposal of pollutants and hazardous or toxic substances generated in compliance with applicable regulations and requirements.
35. In the event of a petroleum spill or other hazardous material spill, immediately notify the National Response Center at 1 800 424-8802 and El Paso County sheriff. If hazardous substances are spilled on federal, state, or county roadway contact the Colorado State Patrol.



36. All hazardous material spills will be disposed of according to Colorado State Hazmat disposal guidelines.

### **Wildlife - Terrestrial**

37. Existing roads would be used for most operations, and if new roads are determined to be necessary for operations in the RP, they would be required to be obliterated and reseeded (final reclamation) according to USFS standards.
38. Trees removed should be limited and would be approved by the Forest Service prior to their removal to ensure tree conservation.
39. Trees should not be removed May 15 – July 15 to protect sensitive and migratory birds.
40. Biological surveys should be carried out, using standard protocols recommended by the USFS, for northern goshawk, bald eagle, golden eagle, peregrine falcon and other raptor species prior to project activities.
41. Appropriate reclamation practices and erosion protection measures would be carried out in order to limit the impacts to soil, water and amphibian species.
42. If any nest or den site or migratory bird, threatened, endangered or sensitive (TES) species is located or observed during implementation of the project, the wildlife biologist will be notified and any appropriate conservation measures (for example, timing restrictions or buffer zones) will be put in place.

### **Reclamation**

The operator'(s) agree to complete the following reclamation measures:

43. Within the one-year expiration of this authorization, the operator will commence final reclamation.
44. Remove all materials and return the mining area to the original natural contours.
45. Silt fences or other erosion control will be utilized to prevent off-site sediment transport.
46. Straw waddles must be certified weed-free (shredded aspen fill recommended).
47. Water bars may be required on slopes and access road to control erosion.
48. Slash should be scattered and/ or piled or used in erosion control on slopes.
49. Any erosion control blankets must be 100% natural fiber (i.e. no monofilament) and certified weed-free.
50. Reclamation will be monitored by the operator, USFS personnel, and State of Colorado (DRMS) inspectors on an as needed basis.
51. All non-system access roads will be ripped, re-contoured, graded, and seeded at the end of operations.
52. The road and site will be seeded with USFS-approved seed mixtures, as needed.
53. Re-vegetation will not be complete until at least 50% plant re-growth has been established, when compared to adjacent undisturbed areas.
54. Topsoil must be saved and used to cover all disturbed areas.

55. Return large rocks, boulders, and logs to their original (general) position.
56. The U.S. Forest Service may require additional reclamation measures if needed.
57. Remove all trash from Forest Service Lands.
58. Remove all structures (fences, signs) from Forest Service Lands.
59. Refund of any reclamation bond is contingent upon the success of reclamation.

**Monitoring**

60. The Forest Service will monitor and assess the progress of reclamation activities, including re-vegetation and erosion control, for a minimum of three years. Dependent on the success of the second phase of reclamation, additional seeding, weed treatment, or installation of erosion control structures may occur.

***THE FOLLOWING STANDARD TERMS AND CONDITIONS ARE TAKEN FROM FOREST SERVICE FORM FS -2800-9 AND ARE REQUIRED FOR THIS OPERATING PLAN:***

- Information provided within this plan that is marked confidential will be treated in accordance with the agency's laws, rules, and regulations.
- Approval of this plan does not relieve me of my responsibility to comply with other applicable state or federal laws, rules, or regulations.
- Approval of this plan does not constitute recognition or certification of ownership to any person named as owner herein.
- Approval of this operating plan does not constitute, now or in the future, recognition or certification of the validity of any mining claim to which it may relate or to the mineral character of the land on which it lies.

FS-2800-9 (v 10/2014)  
OMB No. 0596-0081 (Expiration 10/31/2017)

USDA Forest Service  
CONTRACT FOR THE SALE OF  
MINERAL MATERIALS

For Forest Service Use Only

Forest Service Unit Name **021209**

(Ref. FSM 2850)

Contract Number **MM-PIKEVIEW-**

### RECLAMATION

NOTE: This information is being collected to process your application and effect a binding contract agreement. This information will also be used to identify and communicate with applicants. Response to this request is required to obtain a benefit.

Public reporting burden for this collection of information is estimated to average 2 hours 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0596-0081), Washington, D.C. 20503.

THIS AGREEMENT, made this **July 8, 2022**, under authority of the Acts of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601 et seq.), March 4, 1917 (16 U.S.C. 520), and June 11, 1960 (74 Stat. 205), and the regulations set forth in 36 CFR 228, Subpart C, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Forest Service (hereinafter called the "Authorized Officer"), and **CASTLE CONCRETE COMPANY** (hereinafter called the "Purchaser.")

WITNESSETH, That the parties hereto mutually agree as follows:

**Sec. 1. Contract area.** The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all of the mineral materials described in Sec. 2 below, for severance, extraction, or removal, on the following described lands situated in the **PIKE AND SAN ISABEL NATIONAL FORESTS**, County of **EL PASO**, State of **COLORADO** as shown on the operating plan marked "Exhibit B", attached hereto, **PIKEVIEW(LAYBACK)** and made a part hereof, viz:**Sec. 9, T. 13 S., R. 67 W., 6TH PRINCIPAL MERIDIAN**, containing **26** acres, more or less.

**Sec. 2. Amount and price of materials.** The total purchase price will be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
SPECIALTY FILL	165900 SHORT TONS	2.20	\$ 364980.00
Total			\$ 364980.00
		<b>Grand Total:</b>	<b>\$364980.00</b>

The following associated charges and adjustments are obligations under this contract.

#### Associated Charges

CHARGE TYPE	QUANTITY (Units Specified)	COST PER UOM	TOTAL PRICE
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## Adjustments

ADJUSTMENT TYPE	AUTHORITY	AMOUNT
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Determination by the Authorized Officer of the quantity of materials taken is binding on Purchaser subject to appeal only as provided in Sec. 14. All materials in the contract area in excess of the estimated quantity listed above are reserved by Government.

**Sec. 3. Payments, passage of title, and risk of loss.** Title to materials sold hereunder passes to Purchaser immediately before excavation and upon proper payment for such materials. No part of the material sold hereunder may be severed, extracted, or removed by Purchaser until payment for such materials has been made in accordance with the following:

a. Unless materials sold under this contract are paid for in full in advance, payment for materials must be made in installments of not less than \$N/A each. The first installment must be paid upon approval of this contract.

b. Each additional installment is due and payable as billed by the Authorized Officer in advance of removal of the remaining material. The first installment will be retained as additional security for the full and faithful performance of this contract by Purchaser, and will be applied in whole or in part to the payment of the last installment required hereunder to make the total payment equal the total price set forth in Sec. 2, above.

The total purchase price must equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the total price will be the value of material remaining to be severed or extracted. Each installment will be held in suspense until the quantity of material covered thereby has been determined. The total purchase price must be paid at least 60 days before the expiration date of the contract.

Upon termination, if the total payments made under the contract exceed the total value of the actual materials removed, the excess will be returned to Purchaser, except as noted in 36 CFR 228.66.

c. Risk of loss shall be borne by the party holding title to the mineral material at the time of loss except that nothing herein shall be construed to relieve either party from liability for breach of contract or any wrongful or negligent act.

**Sec. 4. Stipulation and reserved items.** The rights of Purchaser are subject to the regulations in 36 CFR 228, Subpart C, which are made a part of this contract, and to the stipulation, if any, which are attached hereto and made a part hereof as Exhibit A.

**Sec. 5. Bonds.**

(a) Purchaser must file with the Authorized Officer and must maintain at all times the bond required under the regulations to be furnished as a condition to the award of this contract in the amounts established by the Authorized Officer and to furnish additional bonds or security as the Authorized Officer may require.

(b) If all terms of this contract are not faithfully and fully performed by Purchaser, the bond in the sum of \$(DRMS held) filed at the time of the signing of this contract will be forfeited to the amount of damages determined by the Authorized Officer. If damages exceed the amount of the bond, Purchaser hereby acknowledges liability for such excess. Upon satisfactory performance of this contract, the bonds will be canceled, or if cash or United States securities were furnished in lieu of a security bond, such cash or securities will be returned to Purchaser.

(c) Whenever any bond furnished under this contract is found unsatisfactory by the Authorized Officer, the Authorized Officer may require a new bond which is satisfactory.

**Sec. 6. Expiration of contract and extensions of time.** This contract will expire on **07/07/2023** unless an extension of time is granted in accordance with the provisions of 36 CFR 228.53(b). Written application for an extension of time may be made by Purchaser between 30 and 90 days before the expiration date of the contract.

**Sec. 7. Duties of Purchaser.** Purchaser must take fire precaution and conservation measures and must dispose of slash and other debris resulting from operations hereunder in accordance with written instructions from the Authorized Officer.

**Sec. 8. Notice of operations.** Purchaser must notify the Authorized Officer immediately of the commencement and termination of operations hereunder. A report of production will be furnished at least annually by Purchaser to the Authorized Officer.

**Sec. 9. Responsibility for damages.** Purchaser is liable in damages for the loss or destruction of all Government property for which Purchaser is directly or indirectly responsible under this contract, or resulting from Purchaser's failure to perform under this contract in accordance with the instruction of the Authorized Officer, as well as for costs incurred by Government resulting from Purchaser's breach of any of the terms hereof, or Purchaser's failure to engage in proper conservation practice. For damages resulting from willful action or gross negligence of Purchaser, Purchaser's contractors or subcontractors, or any of their employees, Purchaser is liable for triple the appraised value of damaged or destroyed materials as determined by the Authorized Officer. If the Authorized Officer determines that the damage or destruction did not result from Purchaser's willful action or gross negligence, lesser damages may be charged, but not less than the actual appraised value of the materials. Purchaser must pay the Government for such damages within 30 days after a written demand therefor by the Authorized Officer.

**Sec. 10. Violations, suspension, and cancellation.**

(a) If Purchaser violates any provision of this contract, the Authorized Officer may, after giving written notice, suspend any further operations for the Purchaser under this contract, except such operations as may be necessary to remedy any violations. The Authorized Officer may grant Purchaser an additional 30 days, after service of written notice, to correct any violations. If Purchaser fails to remedy all violations, the Authorized Officer may, by written notice, cancel this contract and take appropriate action to recover all damages suffered by the Government by reason of such violations, including application toward payment of such damages of any advance payments and bonds.

(b) If Purchaser extracts or removes any mineral materials sold under this contract during any period of suspension, or if Purchaser extracts any of such material after expiration of the time for extraction or the cancellation of this contract, such extraction or removal is in trespass and renders Purchaser liable for triple damages.

**Sec. 11. Time for removal of personal property.** Purchaser has the right within N/A months after expiration of the time for extraction and removal of mineral materials, if not in default, to remove equipment, improvements, or other personal property from Government lands or rights-of-way. Any improvements such as road surfacing, culverts, and bridges which have become a permanent part of a Government road may not be removed. Any equipment, improvements, or other personal property remaining on Government lands and rights-of-way at the end of the period for removal as set forth herein becomes the property of the Government.

**Sec. 12. Assignments.** This contract or any portion of it may not be assigned without written approval of the Authorized Officer.

**Sec. 13. Tenure.** Unless otherwise provided by this contract, Purchaser has the right to extract and remove the materials until the termination of the contract, notwithstanding any subsequent appropriation or disposition under the general land laws, including the mining and mineral leasing laws.

**Sec. 14. Appeal.** Unless specifically excluded by 36 CFR 251.80, Purchaser may appeal any decision by the Authorized Officer regarding this sale of mineral materials.

<b>PURCHASER</b>	<b>THE UNITED STATES OF AMERICA</b>
(Individual or Firm Name)	(Authorized Officer)
<b>CASTLE CONCRETE COMPANY</b>	Frank Beum
<b>549 E CUCHARRAS ST</b>	(Title)
	Regional Forester
<b>ATTN JERALD SCHNABEL</b>	
<b>COLORADO SPRINGS, CO 80903</b>	
By: <u>Jerald Schnabel</u>	By: _____
(Signature)	(Signature)
Date: <u>9-20-2022</u>	Date: _____

If this contract is executed by a corporation, it must affix its corporate seal.

# *SUPPLEMENTAL INFORMATION REPORT*

## 2001 PIKEVIEW QUARRY RECLAMATION PROJECT ENVIRONMENTAL ASSESSMENT, DECISION NOTICE, AND FINDING OF NO SIGNIFICANT IMPACT

### Background

The Pikeview Quarry is a large pit visible from I-25 and much of the northern Colorado Springs vicinity. Specifically, it is located approximately 5 miles northwest of Colorado Springs at the southern edge of the United States Air Force Academy (see Figure 1.1). The quarry was first mined in the early 1900s for limestone aggregate and mining continued under the current owner, Riverbend Industries Inc. (Castle Aggregates), for limestone aggregate from 1970 until operations ceased in 2008. Castle Aggregates currently has a Construction Material (112) Reclamation Permit with the State of Colorado, which covers an area of 240 permitted acres for reclamation purposes, including up to 26 acres on National Forest System (NFS) lands. The quarry produced limestone aggregate until 2008 when a landslide occurred within the quarry on private lands and shut down all mining-related operations. No mining – related operations have occurred since 2008.

In 2001, the Forest Service approved a Special Use Permit for an enhanced reclamation project, which also included an approved operating plan and a contract for the sale of 200,000 yd<sup>3</sup> of material from NFS lands bounding the Pikeview Quarry. The intent of the contract was to use the requested NFS material as part of the larger reclamation of the quarry on the adjacent private lands. The operator has not exploited material from the Pikeview Quarry since 2001 and 197,500 yd<sup>3</sup> remain on the original contract for disposal.

### Proposed Action

Castle Aggregates proposes to utilize the remaining volume of fill material (197,500 bank yd<sup>3</sup>) approved in 2001 from the South Placer claim zone (Figure 1.2) as backfill in the earthen buttress to the existing landslide on adjacent private land. The material is primarily placed as compacted fill in a bottom-up manner and fill from the upper portions of the quarry will be dozed into place before being covered with compacted fill. Following grading of the backfill slope, the site will be revegetated by placing on-site topsoil, seeding, and planting trees (see Reclamation Plan). The post-mining use of NFS lands will comply with the Forest Plan as wildlife habitat, and all areas of the quarry will be reclaimed.

### Previous NEPA

The range of alternatives analyzed in the 2001 Pikeview Quarry Environmental Assessment (EA) are summarized on the following page. The criteria selected by the Forest Service for evaluation of alternatives were based primarily upon environmental and feasibility factors. In particular, alternatives with reduced environmental impacts and with a higher success of reclamation potential were favored. Other considerations included the potential for mitigating the visual impacts of the previously mined area and the measurable long-term benefits.

In the 2001 Pikeview Quarry EA, the selected alternative allowed the applicant to expand the quarry to occupy up to 26 acres of NFS lands in order to lay back the top cut and implement enhanced reclamation. The proposed layback operation (also referred to as west reclamation) did not occur previously due to a series of landslides that shut down quarry operations in 2008 and again in 2012.

### Summary of Alternatives

## Alternative A: No Action

Under the No Action Alternative, the mining activity would continue for about 5 to 8 years, and reclamation of some areas in the quarry would be implemented according to the base reclamation plan already permitted by the Division of Minerals and Geology (DMG). The Pikeview Quarry produced, on average, 1,115,000 tons of limestone per year.

## Alternative B: The Proposed Action

Under the proposed action, the head wall on the western boundary of the quarry would be cut back onto National Forest System land and reclaimed in three phases:

- 1) Pre-production, production, and initial fill operations in the National Forest System lands.
- 2) Production and reclamation in both forest lands and in currently permitted areas; and
- 3) Production and reclamation in private lands already permitted. Part of the reclamation phase would be implemented concurrently with the production phase. The purpose and need for this proposed project would be to mitigate visual impacts that currently exist and to reduce potential slope instability hazards in the future.

This alternative would also allow the quarry to remove approximately 1,900,000 tons of additional limestone (about 1,056,000 tons of saleable limestone for concrete and asphalt rock, and about 844,000 tons for road base) from private land that would not otherwise be accessible because of slope instability problems. The production rate would remain the same and the life of the mine would be extended to 12 years (the last two years would only include reclamation activities).

## Alternative C: Enhanced Reclamation without Layback

Under the enhanced reclamation without layback alternative, enhanced reclamation would occur in addition to the base reclamation, and no federal lands would be affected. This alternative would not allow for the reclamation of steep slopes. Instead, topsoil would be accumulated on existing slopes to provide relative stabilization.

Under this alternative, the quarry would have the same limestone production as under Alternative A.

## Relevant Policy

The Council on Environmental Quality National Environmental Policy Act (NEPA) requirements (40 CFR 1502.9(c)) and Forest Service NEPA implementing procedures (FSH 1909.15, Section 18) require that if new information or changed circumstances relating to the environmental impacts of a proposed action come to light after a decision has been made and prior to implementation, the responsible official should review the information to determine its importance. If the new information or changed conditions falls within the scope of the environmental analysis conducted for the decision, will not affect the quality of the human environment in a significant manner or extent not already considered, and will not result in an uncertain environmental impact, then no revision or supplementation to the environmental document is required. If these conditions are not met, then supplementation is required.

This supplemental information report (SIR) is not a NEPA document and does not satisfy the requirement of supplementation. This SIR will serve to summarize an interdisciplinary review of the changed conditions or new information and document the responsible official's determination as to whether a supplemental or revised Environmental Assessment is required.

## Description of Changed Conditions



Since the Pikeview Quarry EA was completed in 2001 the natural resource conditions have changed in and adjacent to the project area. Most notably, in 2012 the Waldo Canyon Fire burned over 18,000 acres on NFS and adjacent lands, including up to the quarry edge. The area adjacent to the Pikeview Quarry experienced a high fire intensity, removing the overstory and resulting in a change in vegetation structure.

Related to this change in vegetation structure, a bighorn sheep herd has flourished in the canyons west of the Pikeview Quarry since the Waldo Canyon fire. The herd is monitored by Colorado Parks and Wildlife and has demonstrated stable or increasing population size.

While there have been changes to the list of wildlife species protected as Threatened or Endangered since the Pikeview Quarry EA was completed in 2001, none of the species included in the changes have a potential to be affected by the quarry activities (Supplementary Wildlife Report, July 2022).

## Relevance and Significance of Changed Conditions

The requirement for supplementation to the environmental analysis is reached if the change in conditions is relevant to the previous decision, and those changed conditions would result in a significant change in the environmental consequences of the actions. The change in conditions is relevant to the Pikeview project in order to determine if the effects of the sale of approx. 197,500 yd<sup>3</sup> of material would be consistent with the effects described in the 2001 Pikeview Quarry EA. If the conditions and effects would be significantly different than those described in the EA, additional analysis and review would be required.

Specialist reviews of three resources were conducted for this SIR, and it was determined that all three resources (visual, soils and hydrology, and terrestrial wildlife resources) had the potential for change due to the identified changed circumstances on site. The significance of the change in conditions is determined by addressing the question:

*Would the effects of the removal of ca. 197,500 yd<sup>3</sup> of material be within the scope of analyses reported in the EA?*

The physical activities relating sale of the remaining material would not differ from that of the 2001 Pikeview Quarry EA since the activities would occur within the original footprint considered in the environmental analysis.

The Pikeview Quarry EA summarized the analysis of potential environmental consequences on a number of forest resources for three project alternatives (Summary of Alternatives pg. 2). Review of the analyses conducted for three resources (visual, soils and hydrology, and terrestrial wildlife resources) determined that even when the change in conditions are considered, the expected effects fall within those disclosed in the previous assessment. Three resources were considered in greater detail due to the potential change in conditions.

*Terrestrial Wildlife* – A biological evaluation (BE) for the Pikeview Quarry was completed in June 2001. This document analyzed the effects of the proposed layback of the quarry on species federally listed as threatened or endangered, and Regional Forester's sensitive species. The EA also addressed Management Area 5B/wildlife habitat capability requirements and identified Management Indicator Species, as required by the Standards and Guidelines of the PSICC Land and Resource Management Plan of 1984. A supplementary review for wildlife resources can be found in the project record (July 2022).

The Forest Service requested concurrence from the U.S. Fish and Wildlife Service (FWS) in July 2001 for this determination to the critical habitat of the Mexican spotted owl based solely on the delineated habitat of this species. The FWS reviewed the BE and concurred with the determination on July 9, 2001. The 2001 Pikeview Quarry BE adequately addressed potential effects to federally listed species (critical habitat for Mexican spotted owl). Since the new information is not expected to change the magnitude or type of

impacts to federally listed species compared to that disclosed in the BE, additional section 7 consultation with the USFWS is not required.

*Visuals* – The potential impacts to visual resources due to the removal of the 197,500 yd<sup>3</sup> of material would be similar to the potential impacts disclosed in the 2001 Pikeview Quarry EA since the mine scar will ultimately be reclaimed and the slope revegetated to match the surrounding landscape.

*Soils and Hydrology* – The Waldo Canyon burn scar overlaps a very small section of the proposed action on the farthest northern side. This section of the proposed action is predominantly gamble oak which has thoroughly revegetated since the Waldo Canyon fire in 2012. Therefore, there is no undetectable change in soil and hydrology conditions from the original decision.

From these considerations, I find that the proposed action is within the scope of the environmental assessment disclosed in the 2001 Pikeview Quarry EA. Thus, the change in conditions is relevant but are not significant, and do not trigger supplementation to the environmental analysis.

## Conclusion

Based on the extent of and interdisciplinary review of the changed conditions, I conclude that the likely effects of the removal of the remaining approx. 197,500 yd<sup>3</sup> of material considered in the 2001 Pikeview Quarry EA fall within the previously disclosed potential effects. These changes will not affect the quality of the human or wildlife environments in a significant manner beyond the extent already considered in the environmental consequences of the proposed action. No significant uncertainty in the environmental consequences has been identified.

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DIANA M. TRUJILLO  
Forest and Grassland Supervisor

DATE

## INTERDISCIPLINARY REVIEWERS/PREPARERS

The following members of the Interdisciplinary Team have reviewed and/or contributed to this document.

Amy Titterington	Geologist, IDT Lead
Leah Shipstead	Hydrologist
Felix Quesada	Wildlife Biologist
Jennifer DeWoody	NEPA Planner

# FIGURES

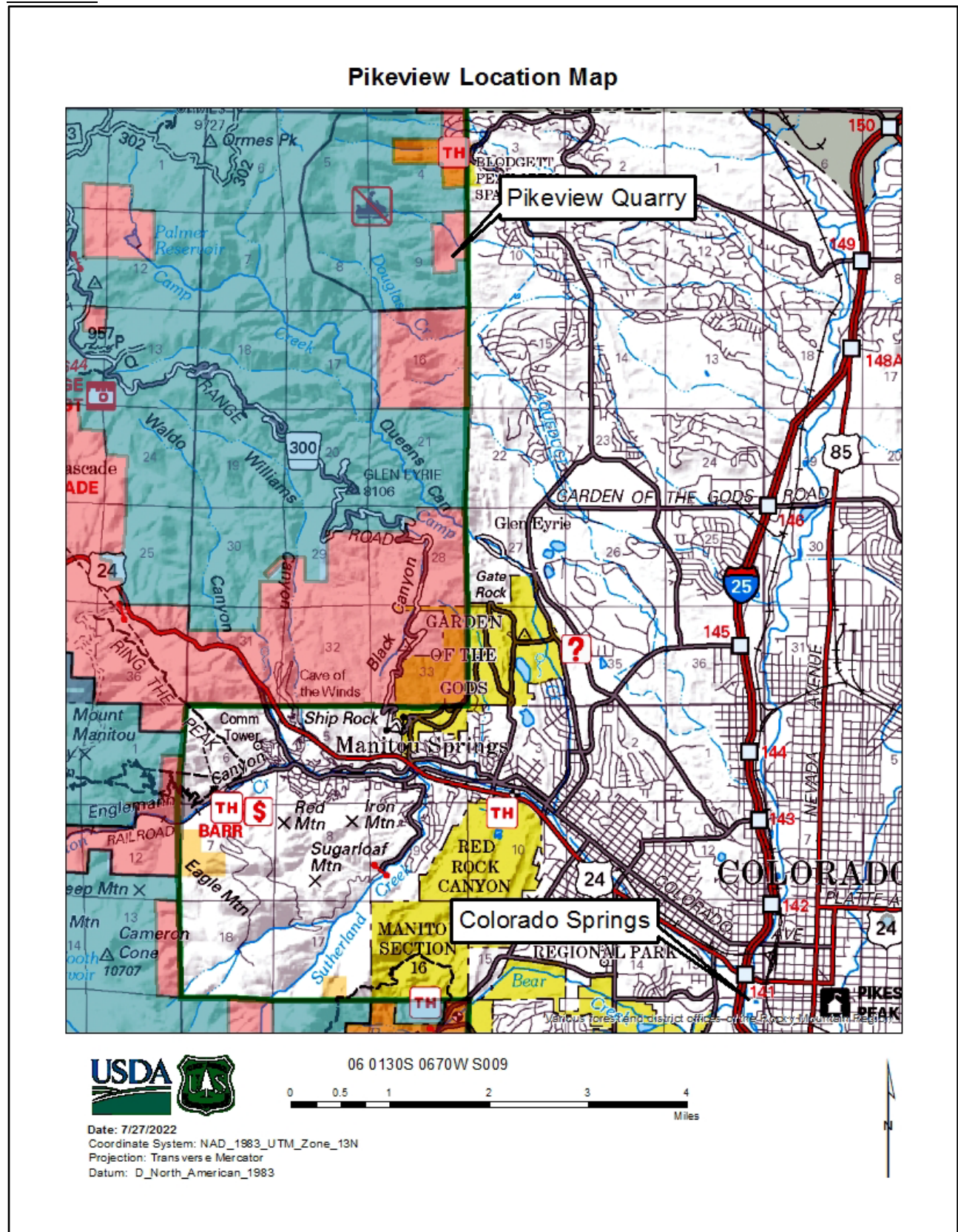


Figure 1.1 – Pikeview Quarry Location Map



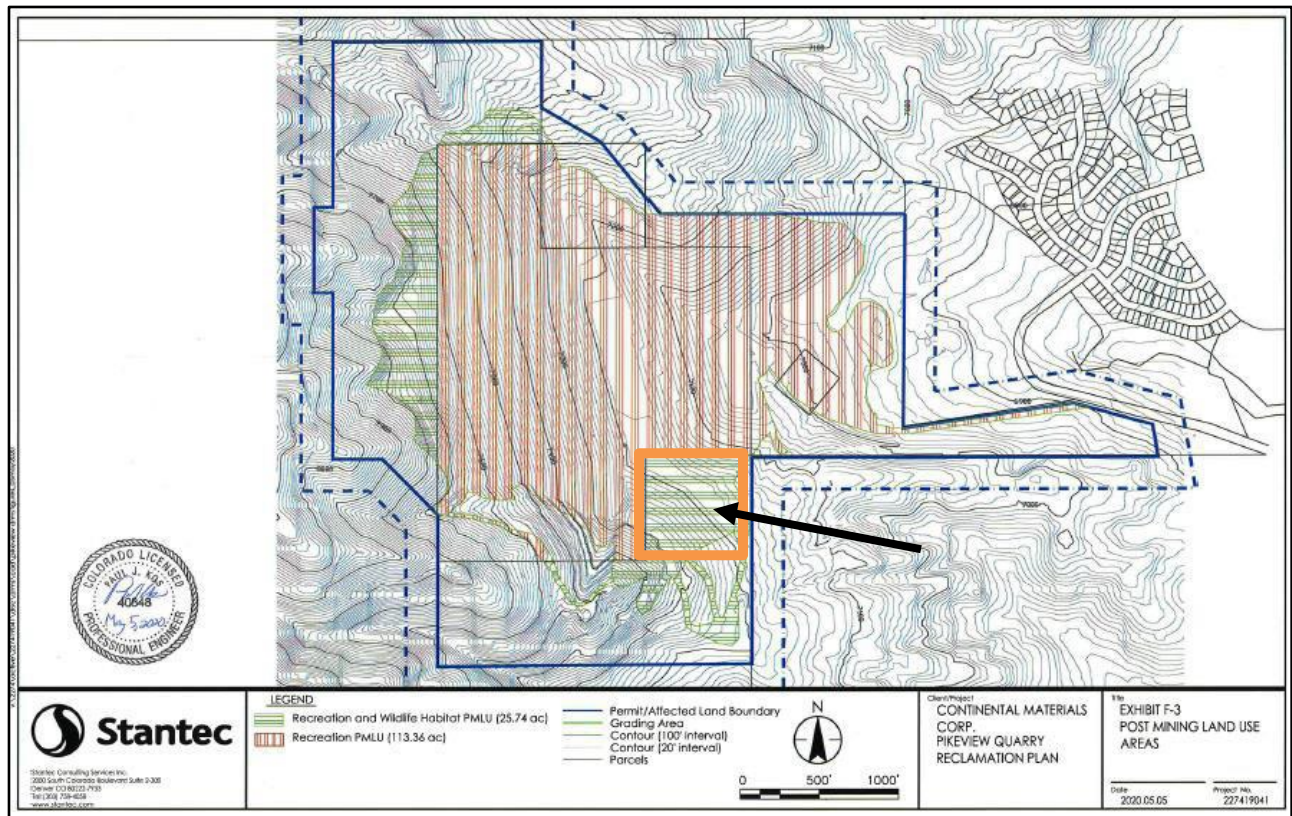


Figure 1.2 – Pikeview Project Map