

TECHNICAL REVISION TO MINING PERMIT NO. M-1998-090

SUBMITTED BY 5A AGGREGATE LLC

EXHIBIT A

Legal Description and Identification of Mine Entrance

(See attached Exhibit A-1 for Legal Description. See attached Exhibit A-2 for Mine Entrance Location. See attached Exhibit A-3 for Identification of Adjacent Surface Owners of Record.

EXHIBIT A-1
Legal Description

THAT PART OF THE WEST ONE-HALF OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 60 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST ONE-HALF OF SECTION 24;

THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID WEST ONE-HALF OF SECTION 24, A DISTANCE OF 30.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 213, AND THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 41 MINUTES 59 SECONDS EAST AND PARALLEL WITH THE WEST LINE OF THE WEST ONE-HALF OF SECTION 24 AND ALONG THE EAST RIGHT-OF-WAY OF COUNTY ROAD 213, A DISTANCE OF 1398.92 FEET;

THENCE SOUTH 88 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 986.40 FEET;

THENCE NORTH 01 DEGREES 41 MINUTES 59 SECONDS EAST, A DISTANCE OF 1500.00 FEET;

THENCE NORTH 88 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 986.40 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 213; THENCE NORTH 01 DEGREES 41 MINUTES 59 SECONDS EAST AND PARALLEL WITH THE WEST LINE OF THE WEST ONE-HALF OF SECTION 24, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 986.40 FEET;

THENCE SOUTH 36 DEGREES 31 MINUTES 17 SECONDS EAST, A DISTANCE OF 968.88 FEET;

THENCE SOUTH 03 DEGREES 45 MINUTES 02 SECONDS WEST, A DISTANCE OF 619.16 FEET;

THENCE NORTH 77 DEGREES 07 MINUTES 46 SECONDS EAST, A DISTANCE OF 31.00 FEET;

THENCE SOUTH 01 DEGREES 41 MINUTES 59 SECONDS WEST, A DISTANCE OF 1499.41 FEET TO A POINT ON THE SOUTH LINE OF THE WEST ONE-HALF OF SECTION 24;

THENCE SOUTH 89 DEGREES 38 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF THE WEST ONE-HALF OF SECTION 24, A DISTANCE OF 1594.72 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2

Mine Entrance

The mine entrance is depicted in Google Earth photograph below. The entrance is located at a latitude of 39°35'48.51"N and longitude of 104° 3'42.36"W.



EXHIBIT A-3

ADJACENT SURFACE OWNERS OF RECORD

Address	Owner
6696 S. County Rd. 213, Deer Trail, CO 80105	Andrew Diller
6414 S. County Rd. 213, Deer Trail, CO 80105	Ethan Rector and Bianca Rector
6202 S. County Rd. 213, Deer Trail, CO 80105	Steven W. Breuklander
6250 S. County Road 213, Deer Trail, CO 80105	Emeterio Cruz-Hernandez and Eduarda DeJesus-Delgado
6900 S. County Road 213, Deer Trail, CO 80105	Barren Bluff Farm LLC
Parcel ID: 2061-00-0-00-143	Vest Ranch LLC

EXHIBIT B

INDEX MAP

EXHIBIT B INDEX MAP

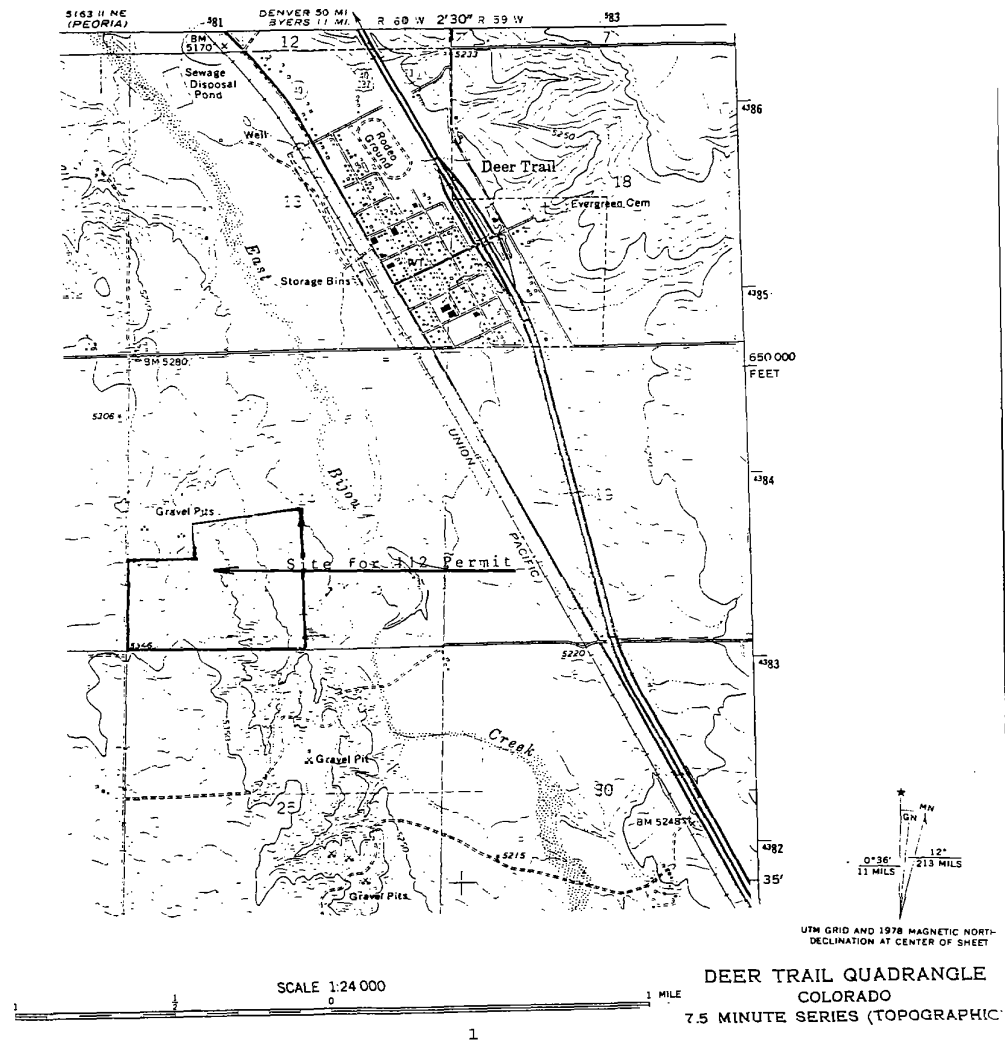


EXHIBIT C

MINING PLAN MAP

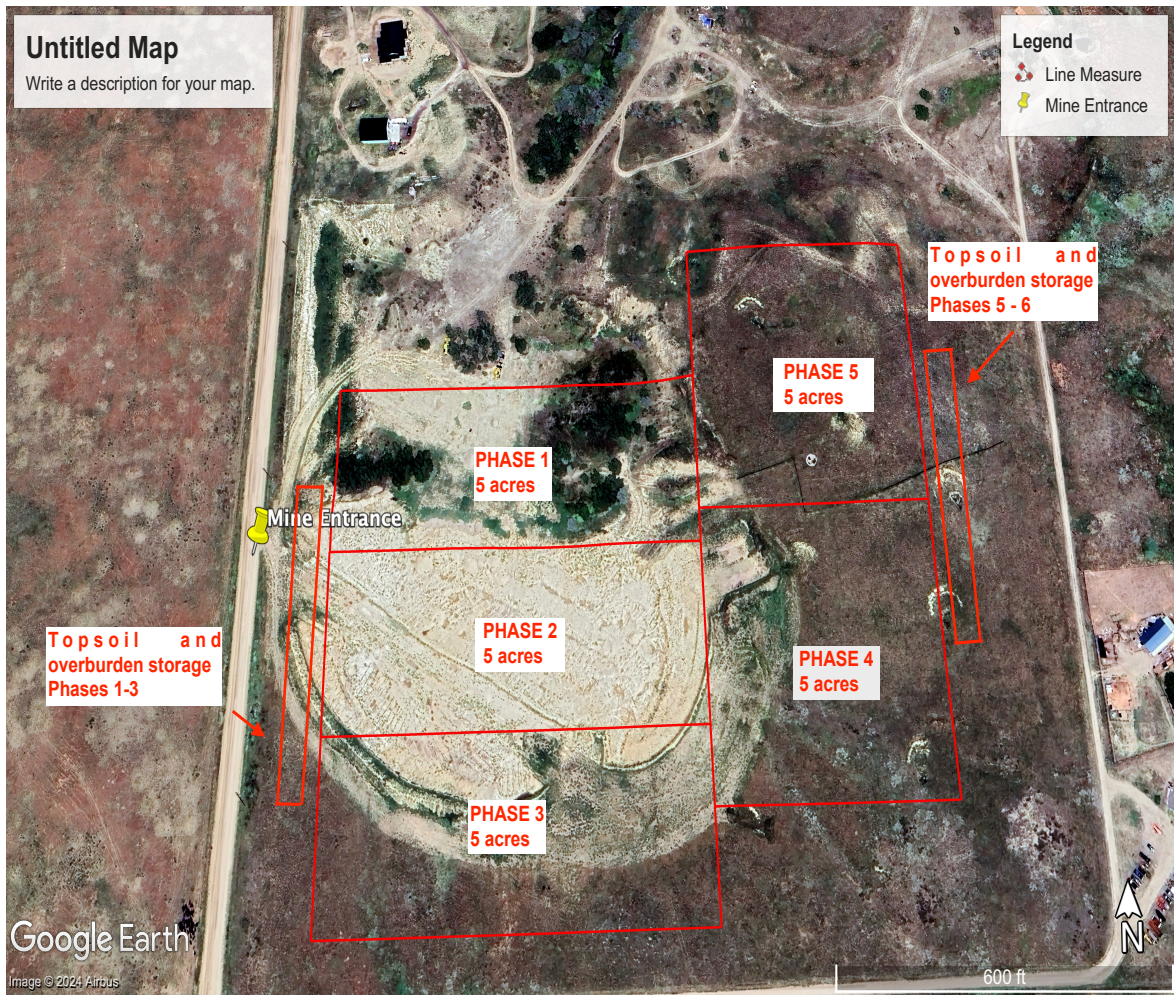


EXHIBIT C-1

TOPOGRAPHIC SURVEY

(See attached Topographic Survey inset)

SEE SHEET 2

PROJECT COORDINATES				
CONTROL POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
50	646142.75	406200.33	5315.86	NO. 5 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "AZTEC CP 50"
51	646592.59	406245.18	5328.40	NO. 5 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "AZTEC CP 51"
52	645222.69	406187.42	5348.49	NO. 5 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "AZTEC CP 52"

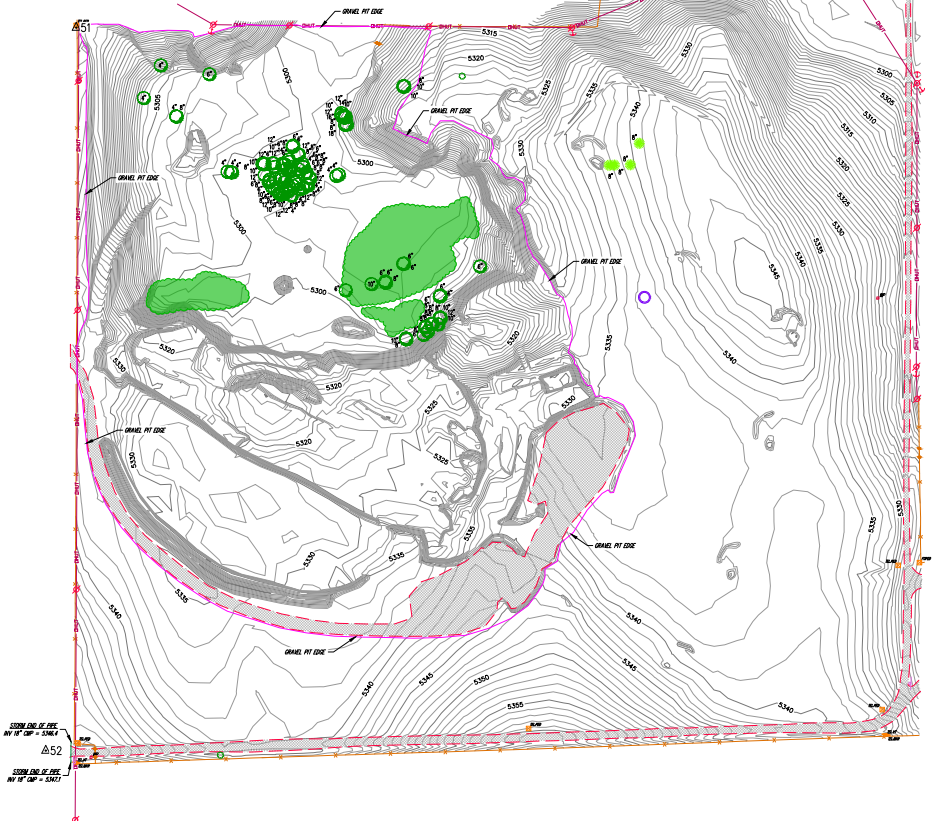


EXHIBIT D

MINING PLAN

(a) Description of mining methods to be employed at each stage of the mining operations:

- (i) The Permit Area will be excavated to provide sand, gravel and borrow material. The mining will proceed in phases with the mining beginning in the area designated as Phase 1 and proceed south 340 feet to east 650 feet as set forth in the Mining Plan Map attached as **Exhibit C**.
- (ii) Initially, Operator will perform reclamation of the surface soil material stripped from site prior to its operation of the mine and will ensure adequate stockpiles of soil at the site. Operator will obtain soil to replenish the site's stockpiles with adequate unspoiled soil from offsite sources and deliver to the Permit Area. Operator intends to obtain its offsite soil from Permagreen Organics Company.
- (iii) Mining operations will be done through open pit excavation on the 5-acre parcel, which will be conducted using heavy construction equipment customarily used in the mining of gravel and sand, including scrapers, excavators, backhoes, front end loaders and power shovels. The excavated material may be loaded directly into trucks and transported for processing or stockpiled upon the Permit Area in the area depicted on **Exhibit C**.
- (iv) Operator shall ensure that approximately 6" of surface soil material (4030 \pm cy) will be stripped and stored for later revegetation at any given time. Prior to commencing mining activities, Operator shall ensure that surface soil has been separately stored and stockpiled at levels sufficient to ensure that there is a minimum of stored surface material always available on site to fully revegetate 15 acres. Surface soil material that is not immediately used for revegetation activities will be stockpiled for use for later revegetation. The location(s) of the stockpiled surface soil material is designed on the Map attached as **Exhibit C**. Stockpiles of surface soil material that have been left undisturbed for a period of six (6) months shall be temporarily revegetated using a seed mixture of 50% of Pubescent Wheatgrass (9 lbs. per acre) and 50% of Intermediate Wheatgrass (5 lbs. per acre) drilled.
- (v) After stripping of surface soil material for later revegetation, overburden will be stripped from the same 5 \pm acre area for use in building 3 to 1 slopes along the permit boundary, to achieve final contours on areas being reclaimed and/or sold as borrow material. Overburden piles left undisturbed for longer than six (6) months will receive be temporarily revegetated in the same manner as surface soil material set forth above.

After proper stripping and storage of surface soil material and overburden, Operator will mine the aggregate resources.

- (b) Earthmoving:** Operator will excavate the minerals using heavy equipment and will not use blasting. Surface and soil material and overburden will be transported by dump to the 5-acre parcel adjacent to the mining area for the purpose of revegetation or if excess material exists to stockpile locations designated on the Map.
- (c) Water diversion and impoundments.** The Mining Area will not have any water diversions. Operator does not intend on using settling ponds but may in the future construct ponds to wash and allow settlement of mined resources. If Operator utilizes settling ponds, upon the conclusion of mining within the 5-acre parcel, the ponds will be remediated and reclaimed as described in Exhibit 6 and will be reconstructed on the next Phase area. If utilized, temporary settling ponds will be at an approximate depth of five (5') to six (6') feet and have an approximate length and width of 100' by 25'. Pond slopes are intended to be 3:1 and exterior embankments slopes are intended to be 1:1. Settlement ponds will be lined and have no outflow.
- (d) Size of areas to be worked at any one time.** Operator shall actively mine approximately five (5) acres at any one time; during such time five (5) acres will undergo replacement of overburden and construction of final slopes; and an additional five (5) acres will be undergoing reclamation with revegetation grown. A maximum of fifteen (15) acres will in a state of disturbance at any one time.
- (e) Timetable of Mining Operation.** The Mining Operation shall commence after remediation efforts and restocking of surface soil material are completed. Operator anticipates that the total mining operation will last fifteen (15) years and that mining will proceed at a rate of two and one-half (2.5) acres mined per year. Operator provides the following initial timetable setting forth the anticipated flow of the mining operation, which may be affected by market conditions and other external factors.

Event	Time to Commence	Time to Complete	Size of Area Work
Submit Revised Mining Plan	July 3, 2024	N/A	
Pre-mining reclamation	Upon Division approval to commence work	30 days (anticipated October August 15, 2024)	22 affected acres
Commencement of mining activity – removal and transfer of topsoil and overburden for Phase 1	Upon Division approval to commence work, 2024 (anticipated August 15, 2024)	1 month September 15, 2024	5 acres (see Exhibit C)
Extraction and removal of minerals on Phase 1	September 15, 2024	33 months June 15, 2027	5 acres
Reclamation of Phase 1 work	June 15, 2027	2 months August 15, 2027	5 acres
Commencement of Phase 2 work, removal of topsoil and overburden	August 15, 2027	1 month September 15, 2027	5 acres (see Exhibit C)

Extraction and removal of minerals on Phase 2	September 15, 2027	33 months June 15, 2030	5 acres
Reclamation of Phase 2 work	June 15, 2030	2 months August 15, 2030	5 acres
Commencement of Phase 3 work, removal of topsoil and overburden	August 15, 2030	1 month September 15, 2030	5 acres (see Exhibit C)
Extraction and removal of minerals on Phase 3	September 15, 2030	33 months June 15, 2033	5 acres
Reclamation of Phase 3 work	June 15, 2033	2 months August 15, 2033	5 acres
Commencement of Phase 4 work, removal of topsoil and overburden	August 15, 2033	1 month September 15, 2033	5 acres (see Exhibit C)
Extraction and removal of minerals on Phase 4	September 15, 2033	33 months June 15, 2036	5 acres
Reclamation of Phase 4 work	June 15, 2036	2 months August 15, 2036	5 acres
Commencement of Phase 5 work, removal of topsoil and overburden	August 15, 2036	1 month September 15, 2036	5 acres (see Exhibit C)
Extraction and removal of minerals on Phase 5	September 15, 2036	33 months June 15, 2039	5 acres
Reclamation of Phase 5 work	June 15, 2039	2 months August 15, 2039	5 acres

(f) Description of Mined Deposit and Stratum.

- (i) *Nature, depth and thickness of the deposit to be mined; thickness and type of overburden.* The thickness of the sand and gravel to be mined varies from ten feet (10') to thirty-five feet (35') in depth. The thickness of the overburden varies from two feet (2') to seven inches (7") in depth throughout the site.
- (ii) *Nature of the stratum immediately beneath the mined material.* The stratum beneath the sand and gravel is a clay-like material.

(g) Primary and Secondary Mined Commodities. Sand and gravel are intended to be used as aggregates for the production of concrete, asphalt and construction fill and for use in the construction of roads and development projects. Overburden may be extracted as a secondary commodity as general borrow material.

(h) Identify and describe incidental products to be mined/extracted by the proposed operation. Not applicable.

(i) Use of explosives. Not applicable.

(j) Specify dimension of existing or proposed road use for the mining operation. The Mining Area is currently serviced by a dirt road that is approximately thirty-five feet (35')

wide as depicted on the Map attached as **Exhibit C**. Operator does not intend on constructing new roads. There are no associated drainage and runoff conveyance structures on the road.

EXHIBIT E

RECLAMATION PLAN

1. General Reclamation Plan

Operator will reclaim the mined area as it progresses with the mining operation phases with reclamation occurring on the previously mined 5-acre parcel. Areas that have been disturbed will be regraded with the placement of excess overburden, as necessary, to form slopes that blend in with the undisturbed areas adjacent to the reclaimed area. Operator will spread stored soil surface material over the regraded area and revegetate with the seed mixtures set forth in subsection 3 of this Exhibit E. The future use of the reclaimed land will be pastureland, the present and predominant use in the area.

2. Replacement of Overburden/Regrading/Sloping.

After the completion of mining on each 5-acre area, Operator will within a commercially reasonable time initiate reclamation of the affected area by placing at a minimum one foot (1') of overburden upon the affected site with overburden stored either upon the adjacent 5-acre area (it is expected that one foot (1') to seven feet (7") of overburden will be necessary for reclamation). If settling ponds are utilized, Operator shall backfill settling ponds with overburden to grade level. On top of the overburden, Operator will place a minimum of six inches (6") of stored surface soil material taken from the area to be mined in the subsequent phase of the mining operation or as necessary from offsite sources. Reclaimed slopes will not exceed an allowed steepness of three feet (3') horizontal to one foot (1') vertical. Slopes shall be graded at a minimum slope angle of 1%. Overburden and surface soil material shall be removed and transported from the prior stockpiles using scrapers, back-hoes, bulldozers, dumps, and other heavy equipment. Operator will take sufficient steps to minimize erosion and protect adjacent properties, including the installation of highwalls as necessary.

3. Revegetation. The 5-acre area being reclaimed will be revegetated after the placement of overburden and surface soil material subject to the following conditions and requirements:

- (i) The thickness of the plant growth medium shall be a minimum of 25% of that presently existing on the site.
- (ii) Reseeding will occur upon the completion of mining operations in a given area and subject to weather and other natural limitations. If necessary, packed areas will be ripped and disced, prior to the spreading of surface soil material directly removed from an area to be mined, or from the surface soil material stored for later revegetation in another portion of the site. Ripping will be performed conservatively and in manner that minimizes the possibility of excess dirt, dust and sediment from blowing outside of the site.
- (iii) Operator shall test the soil surface material to be used in revegetation to determine whether such soil requires fertilization. If fertilization is required Operator shall use

Terracon Consultants, Inc. for fertilization.

- (iv) Operator shall use the following seed mixes, previously approved by the Division and recommended by the Soil Conservation Service, for revegetation:

Species	PLS/Acre	% of Mixture	PLS Rate/Species/Acre
Western Wheatgrass	8.0	15	1.2
Prairie Sandreed	3.5	30	1.1
Little Bluestem	3.5	20	.7
Sand Bluestem	8.0	30	2.4
Yellow Indian Grass	5.0	5	2.5

- (v) The values set forth in the table above are for drill seeding with drill spacing of 7 – 12". Seed beds shall be prepared by disking or chiseling. If broadcast seeded, the above rate shall be double, and the excess seed shall be raked or harrowed after application if disking or chiseling was not employed.
- (vi) Operator shall spread crimped mulch at a rate of 2,000 lbs./acre. Mulch may consist of mountain brome, or any standard weed free grass, hay, or cereal grass straw.
- (vii) As the site and adjacent area are natural prairie, no trees or shrubs will be planted in the reclamation area.
- (viii) Operator shall institute weed control methods as necessary to prevent the spread of noxious weed species in revegetated areas.

4. Other Reclamation Conditions. Operator will implement sediment control measures such as silt fencing, hay bales, or install other improvements where necessary to prevent the blowing of loose and excess soils onto neighboring properties. Such improvements shall be removed after remediation of the site. The site shall remain fenced to limit intrusion by persons and/or stray livestock.

5. Post Reclamation Conditions. After the termination of mining activities and complete reclamation of all mining activities, the area shall remain pastureland after mining operations, which is consistent with the land uses in the vicinity of the site. Operator intends to retain the access road for its own purposes.

EXHIBIT F

RECLAMATION PLAN MAP

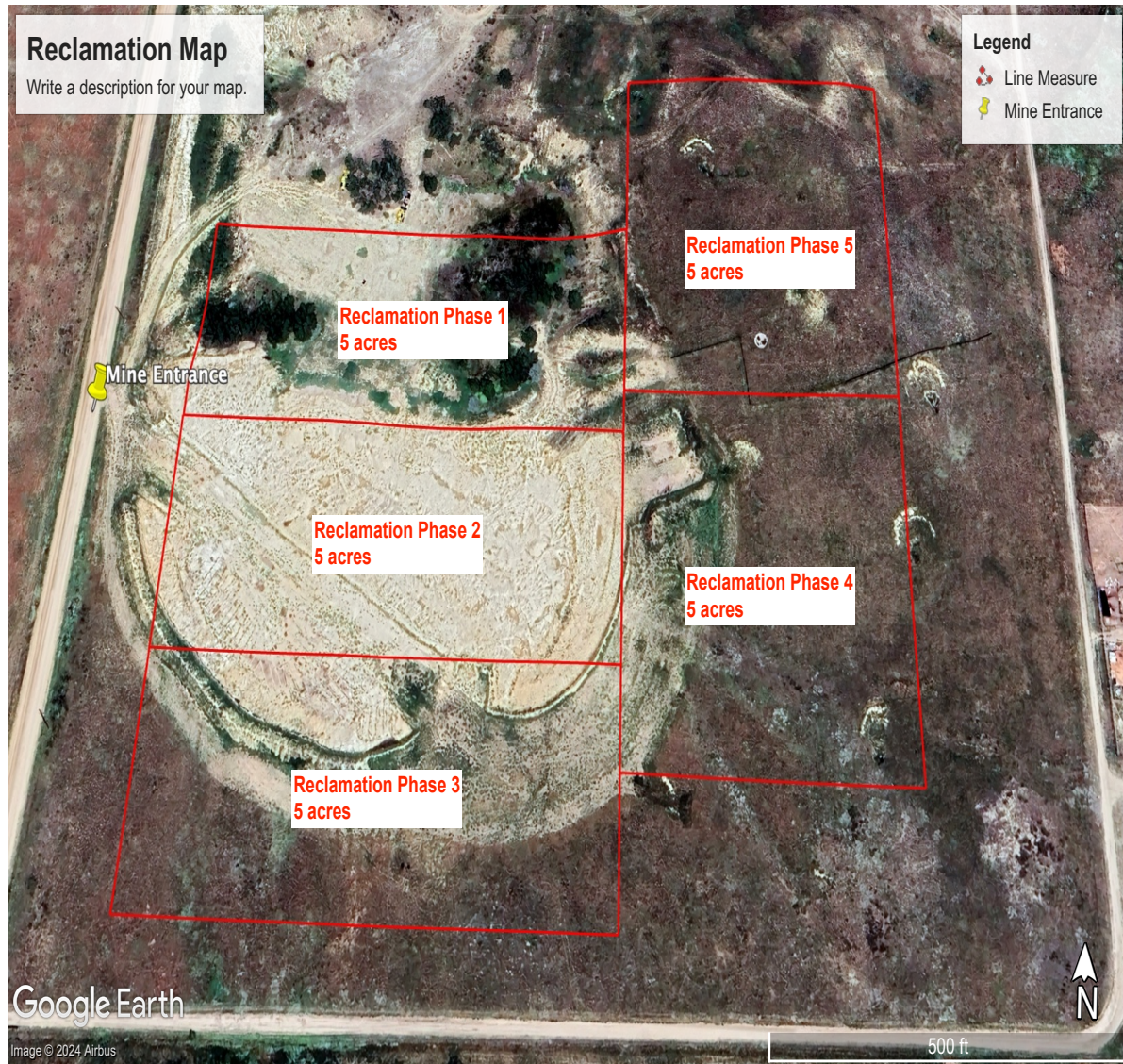


EXHIBIT G

WATER INFORMATION

1. Effects on Surface and Ground Water

The nearest major waterway is East Bijou Creek, located to the east of the mining area and west of US 40. East Bijou Creek lies approximately three thousand feet (3,000') from the mining area as depicted in the map attached as Exhibit G-1. The site is not located within a one hundred (100) year floodplain as demonstrated on the attached FEMA Flood Map showing the floodplain for East Bijou Creek as shown on Exhibit G-2. The site does accept drainage from properties to the west. All of the drainage from the mining area discharges to property owned by an entity in mutual control with Operator or onto adjacent property to the east. Operator will not use any toxic materials in the gravel cleaning process, only natural water.

Operator does not intend on constructing temporary settling ponds to clean gravel but would like to reserve the right to do so in the future. If utilized, the settling ponds will be located upon the 5-acre parcel actively being mined. The ponds will be approximately one hundred feet (100') long and twenty-five (25') wide and will be dug at a depth of five feet (5') to six feet (6'). Operator will require approximately 350,000 cubic gallons of water per pond, which it intends to acquire from Rain for Rent, Branch 1056. Upon performing reclamation work, Operator will use available water in subsequent ponds and will allow excess water to seep into the ground or drain upon the site. Operator will ensure that no water is discharged off site.

The mining operation and the use of the settling ponds are not intended to affect surface or groundwater systems. The natural groundwater elevation is considerably lower than the proposed depth for excavation and there is no expected adverse effect from the creation of the settling ponds on the hydrological balance the surface or groundwater systems or wells located outside of the site boundaries.

2. Not applicable.

3. Estimated project water requirements. Operator anticipates that the project will require approximately 75,000 cubic gallons of water per year with an estimated 200,000 cubic gallons per phase.

4. Source of water. For any water needs for the mining operation, including for potential settling ponds. Operator intends to obtain its water from Rain for Rent, Branch 1056.

5. NPDES Permit. No discharge into a waterway will occur in the operations and Operator does not require a NPDES permit.

EXHIBIT G-1



EXHIBIT G-2



EXHIBIT H

WILDLIFE INFORMATION

(See attached Letter from Colorado Division of Wildlife dated February 9, 1996)

STATE OF COLORADO
Roy Romer, Governor
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE
AN EQUAL OPPORTUNITY EMPLOYER

John W. Mumma, Director
6060 Broadway
Denver, Colorado 80216
Telephone: (303) 297-1192

REFER TO



For Wildlife -
For People

February 9, 1996

Wayne Pipkin
T and W Construction
Box 404
Byers, CO 80103

R.E. Evaluation of proposed gravel mine site-wildlife resources,
per MLRB 6.4.8 (EXHIBIT H).

Dear Wayne:

The following is my assessment of wildlife resources on and near
your proposed gravel mine, south of Arapahoe County Road 38 and west
of Deertrail, CO.

(a) I did not observe habitat on or near the mine site
which would support any significant wildlife population(s). The
wetland and tree stands near the construction area, due to their
small size and distance from like habitat, would appear to support
little wildlife. The proposed gravel mine site is within a short-
grass prairie plant community. Use of the area by mule deer, coyotes,
pronghorn and raccoons would be infrequent. Locally indigenous
small mammals would likely be found on the site.

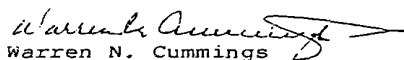
(b) Use of the mine site should not vary noticeably on
a seasonal basis. The wetland and near by tree stand would see
use by a few individuals from spring through fall.

(c) There are no known threatened or endangered plant or
animal species found on or near the proposed mine site.

(d) Considering the infrequent use of the proposed mine site
by wildlife, I would not anticipate a significant impact to local
wildlife populations as a result of gravel removal.

Thank you for the opportunity to comment.

Sincerely,


Warren N. Cummings

cc: file
B. Goforth

DEPARTMENT OF NATURAL RESOURCES, James S. Lochhead, Executive Director
WILDLIFE COMMISSION, Arnold Salazar, Chairman • Rebecca L. Frank, Vice Chair • Mark LeValley, Secretary
Louis F. Swift, Member • Jesse Langston Boyd, Jr., Member
William R. Hegberg, Member • John Stulp, Member • James R. Long, Member

EXHIBIT I

SOILS INFORMATION

(See attached 1996 Soils Report performed by the Soil Conservation Service)

EXHIBIT I - SOILS INFORMATION (Continued)

Map Symbol	Soil name and description
AsD	<p>Ascalon sandy loam. 5 to 9 percent slopes</p> <p>The Ascalon soil is a deep, well drained soil. It is formed in wind reworked alluvium. The surface layer is a sandy loam. The subsoil is a sandy clay loam. The substratum material is a sandy loam. The Ascalon soils have moderately slow permeability. The available water holding capacity is high. Effective rooting depth is 60 inches or more. Runoff is slow and the erosion hazard due to wind is severe.</p>
BvC	<p>Bresser-Truckton sandy loams. 3 to 5 percent slopes</p> <p>This map unit is on gently sloping fans and plains. This unit consists of 60 percent Bresser and 25 percent Truckton soils. The components are intricately mixed not allowing practical separation in the field. The Bresser soil is a deep, well drained soil. It formed in alluvium from loamy and sandy sources. The surface is a sandy loam. The subsoil is a sandy clay loam. The substratum to a depth of 50 inches or more is a loamy sand. This soil has a moderate permeability. The available water holding capacity is moderate. Roots penetrate to a depth of 60 inches or more. Runoff is medium and the erosion hazard due to wind is moderate. The Truckton soil is a deep, well drained soil. It formed in wind reworked alluvium from sandstone materials. The surface is a sandy loam. The subsoil is a sandy loam. The substratum material to a depth of 60 inches is a loamy sand. This soil has a moderate permeability. The available water holding capacity is moderate. Roots penetrate to a depth of 60 inches. Runoff is medium and the erosion hazard due to wind is moderate.</p>

EXHIBIT I - SOILS INFORMATION (Continued)

Map Symbol	Soil name and description
BvE	<p>Bresser-Truckton sandy loams, 5 to 20 percent slopes</p> <p>This map unit is on gently sloping fans and plains. This unit consists of 60 percent Bresser and 25 percent Truckton soils. The components are intricately mixed not allowing practical separation in the field. The Bresser soil is a deep, well drained soil. It formed in alluvium from loamy and sandy sources. The surface is a sandy loam. The subsoil is a sandy clay loam. The substratum to a depth of 50 inches or more is a loamy sand. This soil has a moderate permeability. The available water holding capacity is moderate. Roots penetrate to a depth of 60 inches or more. Runoff is medium and the erosion hazard due to wind is moderate. The Truckton soil is a deep, well drained soil. It formed in wind reworked alluvium from sandstone materials. The surface is a sandy loam. The subsoil is a sandy loam. The substratum material to a depth of 60 inches is a loamy sand. This soil has a moderate permeability. The available water holding capacity is moderate. Roots penetrate to a depth of 60 inches. Runoff is medium and the erosion hazard due to wind is moderate.</p>
BwD2	<p>Bresser and Truckton soil. 3 to 9 slopes. eroded</p> <p>This map unit is on gently sloping fans and plains. This unit consists of 60 percent Bresser and 25 percent Truckton soils. The components are intricately mixed not allowing practical separation in the field. The Bresser soil is a deep, well drained soil. It formed in alluvium from loamy and sandy sources. The surface is a sandy clay loam. The subsoil is a sandy clay loam. The substratum to a depth of 50 inches or more is a loamy sand. This soil has a moderate permeability. The available water holding capacity is moderate. Roots penetrate to a depth of 60 inches or more. Runoff is medium and the erosion hazard due to wind is moderate. The Truckton soil is a deep, well drained soil. It formed in wind reworked alluvium from sandstone materials. The surface is a sandy loam. The subsoil is a sandy loam. The substratum material to a depth of 60 inches is a loamy sand. This soil has a moderate permeability. The available water holding capacity is moderate. Roots penetrate to a depth of 60 inches. Runoff is medium and the erosion hazard due to wind is moderate.</p>

— SHEET NUMBER 59

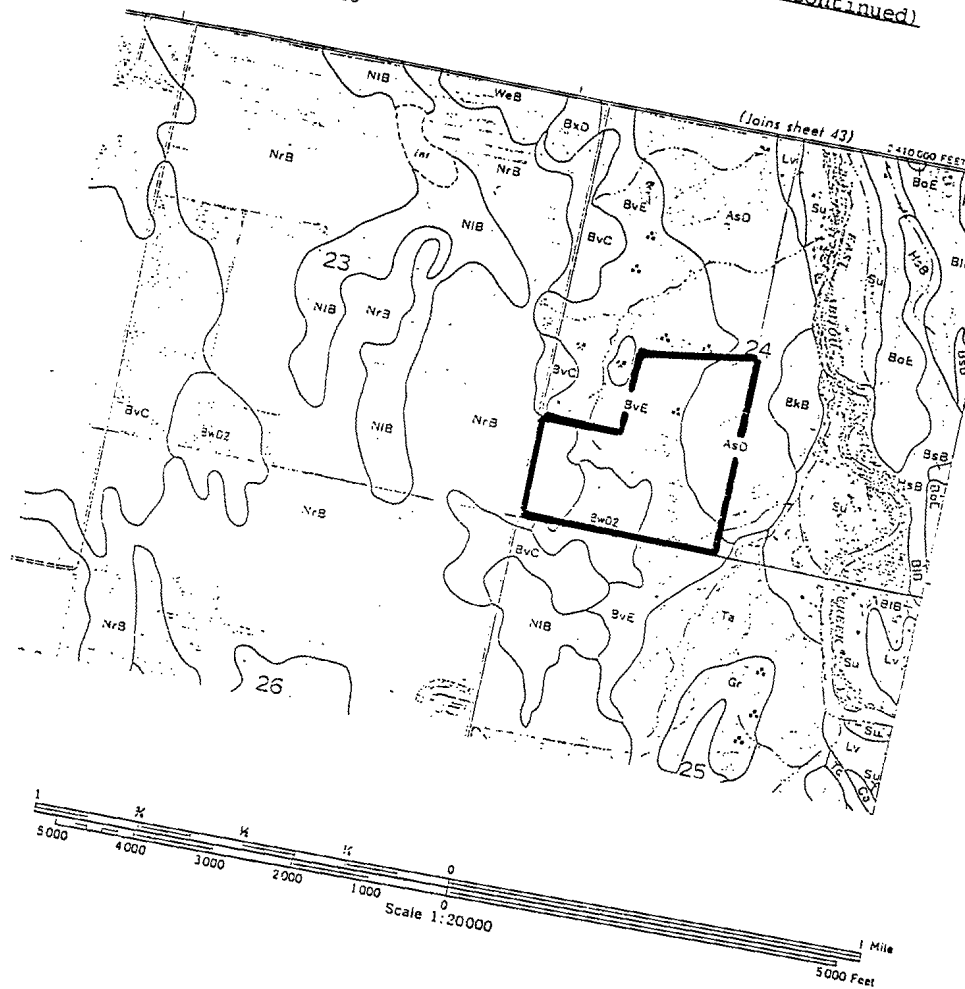


EXHIBIT J

VEGETATION INFORMATION

(See attached 1996 Vegetation Information)

EXHIBIT J - VEGETATION INFORMATION

Mr. Deric Clemons of the Soil Conservation Service conducted a site analysis of existing vegetation for both the previously proposed 111 permit area, as well as this proposed 112 permit area on 1/29/96 and 2/08/96. Density of existing vegetation was approximately 25% throughout the proposed permit area. On the next two pages is description of vegetation characteristics as broken down by soil classification.

AsD

<u>Species</u>	<u>Composition Percentage</u>
Blue grama	25
Prairie sandreed	15
Needleand thread	10
Western wheatgrass	10
Sideoats grama	10
Sand bluestem	5
Utah serviceberry	5
Sand sagebrush	5
Sedge	5

BvC and BvE

<u>Species</u>	<u>Composition Percentage</u>
Prairie sandreed	20
Blue grama	15
Sideoats grama	10
Needleand thread	10
Prairie junegrass	10
Little bluestem	10
Western wheatgrass	5
Sand dropseed	5
Sand bluestem	5
Fringed sagebrush	5
Red threeawn	3
Sedge	2

BWD2

<u>Species</u>	<u>Composition Percentage</u>
Blue grama	25
Needleand thread	15
Prairie junegrass	10
Sand dropseed	10
Sideoats grama	5
Western wheatgrass	5
Red threeawn	5
Sand bluestem	5
Sedge	5
Prairie junegrass	5
Little bluestem	3
Fringed sagebrush	1

In addition, in isolated portions of the permit area are the following vegetative species: Small soapweed, Rabbit brush, Thistle, and Plains prickly pear.

EXHIBIT K

CLIMATE

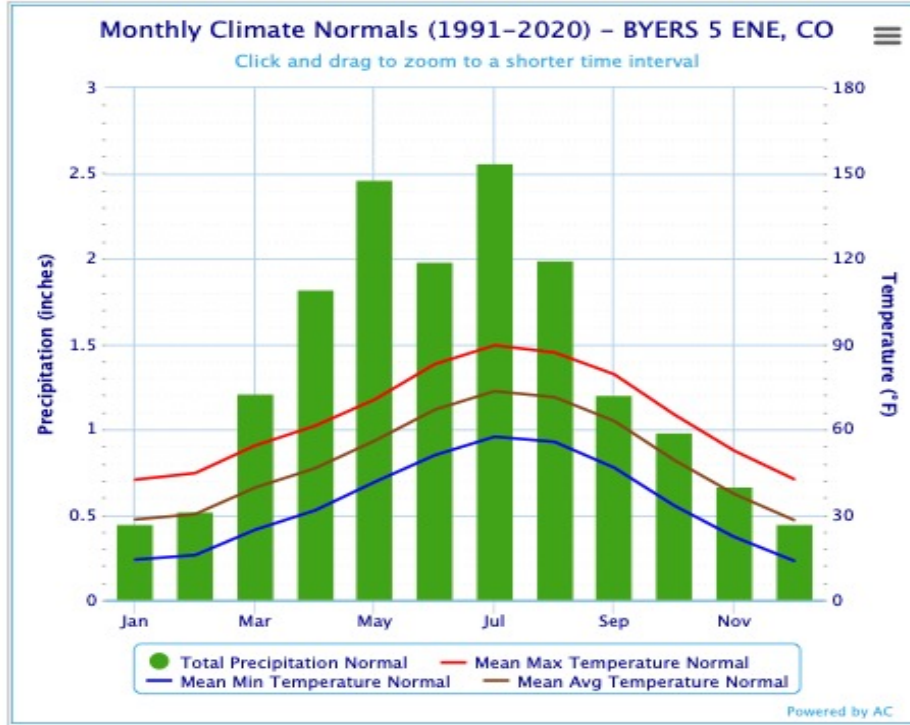
The site is located approximately fifty (50) miles east of the Denver metro area. The site is located in a semi-arid seasonal climate with large daily and seasonal ranges of temperature. Attached as **Exhibit K-1** is information obtained from the National Oceanographic and Atmospheric Administration (NOAA)¹ detailing the mean precipitation and temperature numbers as well as historical rainfall amounts.

¹ Climate data was provided from a station located in Byers, Colorado which is approximately thirteen (13) miles northwest from the site.

EXHIBIT K

NOAA Climate Information

3/5/24, 12:40 PM



Month	Total Precipitation Normal (inches)	Mean Max Temperature Normal (°F)	Mean Min Temperature Normal (°F)	Mean Avg Temperature Normal (°F)
January	0.45	42.3	14.2	28.3
February	0.52	44.6	15.8	30.2
March	1.21	54.3	24.7	39.5
April	1.82	61.2	31.5	46.3
May	2.46	70.5	41.5	56.0
June	1.98	82.9	50.9	66.9
July	2.56	89.5	57.4	73.4
August	1.99	87.0	55.6	71.3
September	1.20	79.3	46.5	62.9
October	0.98	65.2	33.2	49.2
November	0.67	52.5	22.2	37.3
December	0.45	42.5	13.8	28.1
Annual	16.29	64.3	33.9	49.1

<https://nowdata.rcc-acis.org/bou/>

Page 1 of 1

Monthly Total Precipitation for BYERS 5 ENE, CO													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2004	0.34	0.54	0.73	2.20	2.43	2.78	2.81	1.03	0.78	0.74	1.15	0.29	15.82
2005	0.66	0.04	1.10	3.07	0.81	3.36	1.80	2.19	0.23	3.02	0.57	0.43	17.28
2006	T	0.15	1.97	0.59	1.03	M	3.16	2.30	1.17	2.11	0.22	1.67	M
2007	0.66	0.53	0.43	3.62	2.85	2.03	1.69	3.26	0.60	0.40	0.27	0.99	17.33
2008	0.30	0.63	0.29	0.64	1.20	1.18	1.10	5.85	0.90	0.67	0.68	0.45	13.89
2009	0.27	0.07	0.92	3.66	2.84	3.11	2.52	1.95	1.34	2.03	0.70	0.66	20.07
2010	0.07	0.55	1.10	2.69	1.57	3.10	3.29	1.42	0.05	0.22	0.51	0.31	14.88
2011	0.68	0.49	0.15	0.98	4.07	0.95	2.54	0.47	1.57	1.34	0.72	0.56	14.52
2012	0.19	1.83	T	2.30	0.65	0.93	2.09	0.23	1.54	1.11	0.45	0.32	11.64
2013	0.25	0.89	1.47	1.29	1.56	1.41	2.48	2.54	4.77	1.00	0.28	0.08	18.02
2014	M	M	M	1.84	3.96	3.47	3.37	3.26	2.00	0.20	0.78	0.60	M
2015	0.28	1.03	0.36	3.00	9.77	2.67	1.36	1.99	0.44	0.94	1.69	0.84	24.37
2016	0.46	0.91	1.03	2.76	5.05	M	2.10	2.29	0.12	0.18	0.63	0.92	M
2017	M	0.12	2.21	1.00	2.90	0.83	M	M	M	M	0.18	0.28	M
2018	0.33	0.11	1.06	1.10	2.08	1.40	2.57	1.02	1.20	1.22	0.36	0.09	M
2019	0.93	0.59	4.59	0.96	2.50	1.31	4.32	1.46	1.57	0.95	0.99	M	M
2020	M	M	M	M	M	M	M	M	M	M	M	M	M
2021	M	M	M	M	M	M	M	M	M	M	M	M	M
2022	M	M	M	T	1.77	1.13	1.22	1.45	0.69	0.42	0.21	1.36	M
2023	0.89	0.27	0.92	0.55	7.25	7.00	3.25	1.25	1.91	0.91	0.12	0.26	24.58
2024	0.32	M	M	M	M	M	M	M	M	M	M	M	M
Mean	0.41	0.55	1.15	1.79	3.02	2.29	2.45	2.00	1.23	1.03	0.58	0.59	17.49
Max	0.93 2019	1.83 2012	4.59 2019	3.66 2009	9.77 2015	7.00 2023	4.32 2019	5.85 2008	4.77 2013	3.02 2005	1.69 2015	1.67 2006	24.58 2023
Min	T 2006	0.04 2005	T 2012	T 2022	0.65 2012	0.83 2017	1.10 2008	0.23 2012	0.05 2010	0.18 2016	0.12 2023	0.08 2013	11.64 2012

EXHIBIT L

RECLAMATION COSTS

The proposed reclamation will be restoring the previous mining area to revegetated pastureland. Reclamation costs include the following:

1. Prior to the commencement of mining activity Operator will bring additional surface soil material to the site. Operator intends on obtaining the surface soil material from Permagreen Organics Company, 5520 Harlan St., Arvada, CO 80002, and the anticipated costs of obtaining and trucking such soil is anticipated to be (it should be noted that Operator is affiliated with an excavation company and intends to haul the soil surface material themselves, resulting in substantially reduced costs).
2. After such time, it is anticipated that the additional surface soil material and overburden will not need to be brought to the site and that existing materials will be sufficient for to build slopes and perform reclamation activities.

The following outlines the estimated reclamation costs to Operator:

Activity	Amount	Units	Costs per Unit	Total Cost
Mobilization			N/A	N/A
Additional overburden (as needed)		Materials	N/A	N/A
Delivery and transport of overburden		Shipping	N/A	N/A
Grading and placement of overburden	45 labor hours	Labor	\$250.00	\$11,250.00
Additional topsoil (as needed)	4000	Materials	\$25.00	\$100,000.00
Delivery and transport of topsoil	4000	Shipping	\$6.00	\$24,000.00
Drill seed for revegetation	5 acres	Materials	\$1,500.00	\$7,500.00
Seed revegetation time, labor and equipment	5 acres	Labor	\$2,200.00	\$11,000.00
Fertilizer (as needed)	5 acres	Materials	\$350.00	\$1,750
			Anticipated Total Reclamation Cost	\$155,500.00

EXHIBIT M

OTHER PERMITS AND LICENSES

See State Historical Preservation Office Clearance attached as Exhibit M-1.

CDPHE – APEN Construction Permit – Permit No. 96AR318F

CDPHE – Point of Source Permit (APEN 221) – *Pending application*

Arapahoe County – Use by Special Review U97-001

EXHIBIT M-1

State Historical Preservation Office Clearance Letter



COLORADO
HISTORICAL
SOCIETY

The Colorado History Museum 1300 Broadway Denver, Colorado 80203-2137

February 9, 1996

Robert N. Fleming
ADCO Consulting
2090 E. 104th Avenue, suite 305
Thornton, Colorado 80233

Re: Deer Trail 111 & 112 Permit

Dear Mr. Fleming:

This is to acknowledge receipt of your correspondence concerning the above proposed project.

A search of the Colorado Cultural Resource Inventory indicated that there are no cultural resources listed on the State Register of Historic Places within the project area.

Should human remains be discovered during mining activities the requirements under State law CRS 24.80 part 13 must be followed.

Thank you for the opportunity to comment. If we may be of further assistance, please contact Jim Green at 866-4674.

Sincerely,

James E. Hartmann
President

JEH/WJG

EXHIBIT N

SOURCE OF LEGAL RIGHT TO ENTER

Operator, 5A Aggregate LLC is a single member limited liability company owned by Gerald R. Carson. The property on which the site is situated is owned J.L.C. Investments, LLC, which is co-owner by Gerald R. Carson and Johanna Carson. See Special Warranty Deed attached as **Exhibit N-1**. 5A Aggregate LLC has entered into a lease attached as **Exhibit N-2** permitting 5A Aggregate, LLC's right of entry.

EXHIBIT N-1
WARRANTY DEED

(See attached)

SPECIAL WARRANTY DEED

Doc Fee \$90.00

THIS DEED, is effective as of the 1st day of January, 2024 between SWM Equipment, LLC, a Texas limited liability company as to an undivided 40% interest, Richard Stokes as to an undivided 20% interest, Eddie Stokes, as to an undivided 20% interest; and Chad Hebek, as to an undivided 20% interest, as tenants in common (collectively, "**Grantors**"), and J.L.C. Investments, LLC, a Colorado limited liability company ("**Grantee**") whose legal address is: 1741 W. 112th Ave., Westminster, CO 80234, of the County of Adams, State of Colorado, Grantee,

WITNESSETH, that the Grantors, for and in consideration of the sum of Nine Hundred Thousand Dollars (\$900,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey, and confirm, unto the Grantee its successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein.

known by street and number as: 6606 S County Road 213, Deer Trail, CO 80105.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantors, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantors, for themselves and their respective heirs, successors and assigns, do covenant, grant, bargain, and agree that Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantors, except those exceptions set forth on Exhibit B attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Grantor have executed this deed on the date set forth above.

[SIGNATURE PAGES TO FOLLOW]

70825433



SWM Equipment, LLC,
a Texas limited liability company

By: 
Richard Stokes, President

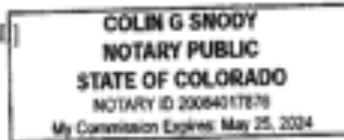
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

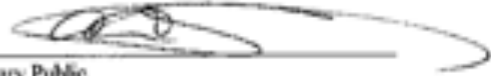
This instrument was acknowledged before me this 28th day of December, 2023 by Richard Stokes as the President of SWM Equipment, LLC, a Texas limited liability company.

My commission expires: 5/25/2024 ^{es}

Witness my hand and official seal.

[SEAL]




Notary Public


Richard Stokes, Individually

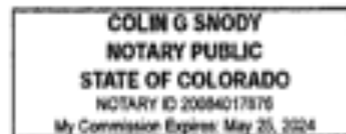
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

This instrument was acknowledged before me this 28th day of December, 2023 by Richard Stokes.

My commission expires: 5/25/2024

Witness my hand and official seal.

[SEAL]




Notary Public


Eddie Stokes, Individually

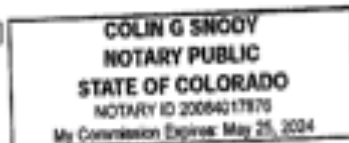
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)


This instrument was acknowledged before me this 28th day of December, 2023 by Eddie Stokes.

My commission expires: 5/25/2024

Witness my hand and official seal.

[SEAL]




Notary Public


Chad Hirbek, Individually


STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

This instrument was acknowledged before me this 25th day of December, 2023 by Chad Hirbek.

My commission expires: 5/25/2024

Witness my hand and official seal.

[SEAL]


Notary Public

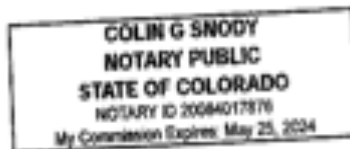


EXHIBIT A
Legal Description

THAT PART OF THE WEST ONE-HALF OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 60 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO,

DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST ONE-HALF OF SECTION 24;

THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID WEST ONE-HALF OF SECTION 24, A DISTANCE OF 30.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 213, AND THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 41 MINUTES 59 SECONDS EAST AND PARALLEL WITH THE WEST LINE OF THE WEST ONE-HALF OF SECTION 24 AND ALONG THE EAST RIGHT-OF-WAY OF COUNTY ROAD 213, A DISTANCE OF 1398.92 FEET;

THENCE SOUTH 88 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 986.40 FEET;

THENCE NORTH 01 DEGREES 41 MINUTES 59 SECONDS EAST, A DISTANCE OF 1500.00 FEET;

THENCE NORTH 88 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 986.40 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 213;

THENCE NORTH 01 DEGREES 41 MINUTES 59 SECONDS EAST AND PARALLEL WITH THE WEST LINE OF THE WEST ONE-HALF OF SECTION 24, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 986.40 FEET;

THENCE SOUTH 36 DEGREES 31 MINUTES 17 SECONDS EAST, A DISTANCE OF 968.88 FEET;

THENCE SOUTH 03 DEGREES 45 MINUTES 02 SECONDS WEST, A DISTANCE OF 619.16 FEET;

THENCE NORTH 77 DEGREES 07 MINUTES 46 SECONDS EAST, A DISTANCE OF 31.00 FEET;

THENCE SOUTH 01 DEGREES 41 MINUTES 59 SECONDS WEST, A DISTANCE OF 1499.41 FEET TO A POINT ON THE SOUTH LINE OF THE WEST ONE-HALF OF SECTION 24;

THENCE SOUTH 89 DEGREES 38 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF THE WEST ONE-HALF OF SECTION 24, A DISTANCE OF 1594.72 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Exceptions

- ANY LIENS OR FUTURE LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF J.L.C. INVESTMENTS, LLC.
- TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS.
- (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- EXISTING LEASES AND TENANCIES, IF ANY.
- RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 02, 1920 IN BOOK 128 AT PAGE 210.
- RESERVATIONS AS CONTAINED IN WARRANTY DEED RECORDED FEBRUARY 6, 1963 IN BOOK 1407 AT PAGE 14.
- ALL MINERALS, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN INSTRUMENT RECORDED MARCH 30, 1966 IN BOOK 1658 AT PAGE 50, AND EASEMENTS AS SET FORTH THEREIN.
- ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE DEER TRAIL FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 09, 1967, IN BOOK 1734 AT PAGE 627 AND RECORDED NOVEMBER 10, 1967 IN BOOK 1735 AT PAGE 31.
- UTILITY EASEMENT AS GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED MARCH 24, 1980, IN BOOK 3190 AT PAGE 106.
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN APPURTENANT EASEMENT ACCESS RECORDED JUNE 28, 2016 UNDER RECEPTION NO. D6067923.
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON LAND SURVEY PLAT CERTIFIED MARCH 10, 2021 PREPARED BY COTTONWOOD SURVEYING AND ASSOCIATE, INC., JOB #2021-11.
- ALSO EXCEPTING (A) LOCATIONS OF ANY FENCES NOT COINCIDENT WITH LOT LINES; (B) RIGHTS OF OTHERS, IF ANY, TO TRAVEL ALONG ROAD; (C) UTILITIES LYING UPON THE PROPERTY WITHOUT BENEFIT OF APPARENT RECORDED EASEMENT.

EXHIBIT N-2

5A AGGREGATE LLC LEASE

LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into as of this 2nd day of July 2024 (the "Effective Date"), by and between J.L.C. Investments, LLC, a Colorado limited liability company ("Landlord") and 5A Aggregate LLC, a Colorado limited liability company ("Tenant").

For the valuable consideration described below the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. Grant of Lease. Landlord does hereby lease to Tenant the real property located at 6606 S. County Road 213, Deer Trail, Colorado 80105 (the "Property").

2. Term of Lease. This Lease shall commence on the Effective Date and expire on June 30, 2044, for a period of twenty (20) years. At the end of the Term, Landlord may renew, continue, renegotiate or enter into a new lease with Tenant in its sole and complete discretion.

3. Rent. During the term of this Lease, Tenant shall pay to Landlord the annual sum of \$5,000.00, which shall be increased by 1% each lease year. Except as otherwise provided in this Lease, all Rent shall be payable by Tenant to Landlord in advance without deduction, notice, counterclaim, set-off or demand in monthly installments set forth herein, commencing on the Effective Date, and on the first day of each quarter of the Term thereafter. Tenant shall pay the Rent to Landlord via check or ACH Deposit as instructed by Landlord, or in such other manner or at such other place as may be designated by Landlord in writing from time to time in its sole discretion.

4. Use of Property. The Property is to be used for the purpose of gravel and sand mining upon the Property. Tenants shall procure, at its sole expense, all permits and/or licenses required for the transaction of its business at the Property. Tenant will comply, at Tenant's own cost and expense, with all orders, notices, regulations, policies, or requirements of any municipality, state or other governmental authority respecting the use of the Property. A copy of all local, state or federal permits obtained by the Tenant which are required for the use of the Property shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or its agents of any Governmental Agency upon demand.

5. Tenant's Insurance. During the Term, Tenant shall provide commercial general liability insurance and other such insurance as is customary or legally required in the operation and conduct of Tenant's business, in commercially reasonable amounts. Tenant shall provide and keep in force with respect to any of its employees performing work on the Property, worker's compensation insurance coverage as may be required by any applicable laws in effect at any time during the Lease Term. Tenant shall not permit any contractor or any subcontractor to perform any work or services on the Property without furnishing evidence that adequate worker's compensation insurance coverage is in force and effect as required by Colorado law.

6. Utilities. Tenant shall directly contract for and pay all separately metered charges for water, gas, electricity, sanitary sewer service, trash disposal and other utilities (all the foregoing used or consumed at the Property).

7. Compliance with Law. Tenant agrees that in the use and occupation of the Property and in the prosecution or conduct of its business therein, Tenant will comply with all requirements of all laws, ordinances, orders and regulations of the federal, state, county and municipal authorities.

now in force, or which hereinafter may be in force, and with any direction or certificate of occupancy issued pursuant to any law by any public officer or officers. Tenant covenants and agrees that it will not use or permit to be used any part of the Property for any dangerous or noxious activity and will not cause or maintain any nuisance in, at or on the Property. Tenant shall not conduct any auction, fire, bankruptcy, liquidation or going-out-of-business sale upon the Property.

8. Tenant Maintenance. Tenant shall, at its sole costs and expense, maintain in good and tenable condition the Property and every part thereof, including: the landscaping; the interior and exterior of any buildings located upon the Property; lighting and signage. Landlord shall have no duty to maintain, repair and/or replace any portions of the Property.

9. Mechanic's Liens. Tenant shall promptly pay all persons furnishing labor or materials with respect to any work performed by Tenant or its contractors on or about the Property. Nothing in this Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the Property, the rents of the Property or the interest of the Landlord in the Property with a mechanic's lien or any other type of encumbrance. In the event a lien is placed against the Property, through actions or inactions of the Tenant, Tenant will within twenty-eight (28) days of receiving notice of any lien, pay the same or bond against the same and take steps immediately to have such lien removed.

10. Quiet Enjoyment. Landlord covenants that upon Tenant's payment of the Rent and performance of the covenants and agreements hereof, Tenant shall peacefully and quietly hold and enjoy the Property free of lawful claims by any party acting by or through Landlord in accordance with the terms and conditions hereof.

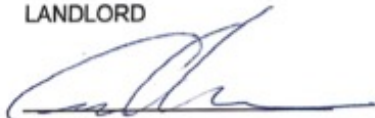
11. Easements. Landlord shall have the right to grant any easements on, over, under, through and above any portion of the Property, for such purposes as Landlord determines, provided that such easements will not interfere with Tenant's use and enjoyment of the Property.

12. Governing Law and Forum. This Lease is being executed and delivered by Landlord and Tenant in the State of Colorado. The rights and obligations of the parties are governed, construed, and enforced in accordance with the laws of the State of Colorado. Any action to enforce the terms of this Lease or to interpret this Lease shall be brought in the Arapahoe County District Court.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the Effective Date first above written.

J.L.C. INVESTMENTS, LLC

LANDLORD



By: Jerry Carson

Its: Managing Member

5A AGGREGATE LLC

TENANT



By: Jerry Carson

Its: Managing Member

EXHIBIT O

RECORD OF AFFECTED LANDOWNERS

J.L.C. Investments, LLC the owner of the Permit Area.
Attn: Jerry Carson
1741 W. 112th Ave.
Denver, CO 80234

EXHIBIT P

MUNICIPALITIES WITHIN TWO MILES

Town of Deer Trail
555 2nd Avenue
Deer Trail, CO 80105

EXHIBIT Q

**PROOF OF MAILING OF NOTICES TO BOARD OF COUNTY COMMISSIONERS
AND CONSERVATION DISTRICT**

Not applicable.

EXHIBIT R

PROOF OF FILING WITH COUNTY CLERK AND RECORDER

Not applicable.

EXHIBIT S

PERMANENT MAN-MADE STRUCTURES

There are no office, shop buildings, or other permitted structures located in or within two hundred feet (200') of the affected lands identified on the Map. The only man-made structures within two hundred feet (200') of the mining operation are County Road 213 and power poles. The permit boundary is setback at a minimum of fifty feet (50') from the road and electric transmission infrastructure.

Permission has been provided by Intermountain REA (IREA) on March 26, 1995. See attached **Exhibit S-1**.

EXHIBIT S-1

IREA AGREEMENT

AGREEMENT ON MINING WITHIN 50' OF IREA POWER POLES

Date: 3-25-84

To: Division of Minerals and Geology

From: TWK Enterprises, Inc. and Intermountain REA (IREA)

Subject: Mining on TWK Enterprises Deer Tail Property

1. TWK Enterprises is proposing to extract sand, gravel, and borrow material from their property located in the W 1/2 of Section 24, Township 5S, R60W in Arapahoe County located southwest of Deertrail, Colorado.
2. The excavation is proposed to come within 50' of power poles owned by IREA located in County Road 213 (Bartlett Road). The final grades upon completion of mining will not be steeper than 3' vertical to 1' horizontal from this 50' setback area into the final elevations of the TWK property.
3. The 50' setback area will be utilized for the storage of surface soil material for later revegetation and overburden, but no storage will occur in County right-of-way outside the fence under the power lines or adjacent to the power poles.

TWK Enterprises, Inc. agrees to conform to the above conditions, and subject to conformance with the above conditions, IREA has no objection to mining being conducted in accordance with these conditions, provided that payment for any damages caused by the mining operation to IREA facilities for whatever reasons is fully the responsibility of TWK Enterprises, Inc.

Wayne Eapkin
Wayne Eapkin, President
TWK Enterprises, Inc.

John Yellman D. Ernest Mangum
Name: Title:
IREA

EXHIBIT U

DESIGNATED MINING OPERATION ENVIRONMENTAL PROTECTION PLAN

Not applicable. Operator is not proposing or permitting activities that involve the storage, handling or disposal of chemicals, toxic or acid forming materials; will not cause acid mine drainage; and is not involved in the mining of uranium.